



AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, AUGUST 18, 2020 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MONA RIOS
Vice Mayor

JERRY CANO
Councilmember

RON MORRISON
Councilmember

GONZALO QUINTERO
Councilmember

NOTICE: The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at www.nationalcityca.gov. For Public Comments see **"PUBLIC COMMENTS"** section below

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review on the City's website at www.nationalcityca.gov. Regular Meetings of the Elected Body are webcast and archived on the City's website at www.nationalcityca.gov.

PUBLIC COMMENTS: The City Council will receive public comments via e-mail at clerk@nationalcityca.gov regarding any matters within the jurisdiction of the City Council. **Written comments or testimony from the public (limited to three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. All comments received from the public will be made a part of the record of the meeting.**

1243 National City Blvd.
National City, CA 91950
619-336-4240

Meeting agendas and
minutes available on the
City's website at
WWW.NATIONALCITYCA.GOV

The time limit established for public testimony is three minutes per speaker. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AVISO: La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en www.nationalcityca.gov. Para comentarios públicos, vea la sección “COMENTARIOS PÚBLICOS” más adelante.

ORDEN DEL DÍA: Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

INFORMES: Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en www.nationalcityca.gov.

COMENTARIOS PÚBLICOS: El Concejo Municipal recibirá comentarios públicos por correo electrónico en clerk@nationalcityca.gov sobre cualquier asunto dentro de la jurisdicción del Concejo

Municipal. **Los comentarios escritos o el testimonio del público (limitado a tres minutos) deben enviarse por correo electrónico antes de las 4:00 p.m. en el día de la sesión del Concejo Municipal. Todos los comentarios recibidos del público formarán parte del acta de la sesión.**

AGENDA ESCRITA: Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

AWARDS AND RECOGNITIONS

1. [California Parks and Recreation Society District 12 Most Valuable Part-time Person Awarded to Recreation Leader II, Carlos Carrillo. \(Community Services\)](#)

PRESENTATIONS

2. [Kimball and Morgan Towers Rehabilitation Project Completion Overview and Resident Engagement Programs. \(Housing Authority\)](#)
3. [Investment Portfolio - Chandler's Asset Management. \(Finance\)](#)

INTERVIEWS / APPOINTMENTS

REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)

CONSENT CALENDAR

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City adopting City Council Policy No. 203, "Investments," as amended, for fiscal year 2020, amending Subsection A, B, and C of Section XII and Appendix I. \(Finance\)](#)
6. [Resolution of the City Council of the City of National City Amending City Council Policy No. 104, Section III, Meetings, Subsection L - entitled "Adjournment" as it relates to clarifying the requirement of a Super-Majority vote to extend normal adjournment time. \(City Attorney\)](#)

7. [Resolution of the City Council of the City of National City authorizing the City Manager to execute a Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 500 square foot parcel of vacant land located along "A" Avenue in front of 1837 "A" Avenue in National City to the Betty Winona McLintock Revocable Trust. \(Housing Authority\)](#)
8. [Resolution of the City Council of the City of National City: \(1\) authorizing the Mayor to execute the Standard Assurances for the FY19 State Homeland Security Grant Program and 2\) approving the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \\$52,621 for FY19 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments. \(Fire\)](#)
9. [Resolution of the City Council of the City of National City: 1\) accepting the work performed by HMS Construction, Inc. for the Highland Avenue Traffic Signal Modifications Project, CIP No. 18-03; 2\) approving the final contract amount of \\$852,179.47; 3\) ratifying the release of retention in the amount of \\$42,648.97; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)
10. [Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign an Encroachment Permit and Agreement with Christian Devera to renovate the existing canopy located within the public right-of-way on E. 8th Street as part of tenant improvements to the existing commercial building located at 127 E. 8th Street \(APN 556-332-22\). \(Engineering/Public Works\)](#)
11. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 448 E. 1st Street \(TSC No. 2020-06\). \(Engineering/Public Works\)](#)
12. [Resolution of the City Council of the City of National City authorizing the installation of 40 feet of yellow curb "Commercial Loading" on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue, to allow for loading or unloading of materials \(TSC No. 2020-07\). \(Engineering/Public Works\)](#)
13. [Resolution of the City Council of the City of National City authorizing the installation of three \(3\) marked parallel "30-minute" parking spaces in front of the properties located at 127, 131-133 and 135-139 E. 8th Street to increase parking turnover for customers \(TSC No. 2020-08\). \(Engineering/Public Works\)](#)
14. [Resolution of the City Council of the City of National City authorizing the extension of the existing 45 feet of parallel "2-hour" parking spaces by an additional 35 feet, for a total of 80 feet of "2-hour" parking spaces located in](#)

- front of the properties located at 2928-2940 E. 8th Street to increase parking turnover for customers (TSC No. 2020-09). (Engineering/Public Works)
15. Investment transactions for the month ended April 30, 2020. (Finance)
 16. Investment transactions for the month ended May 31, 2020. (Finance)
 17. Warrant Register #1 for the period of 7/1/20 through 7/7/20 in the amount of \$2,514,339.98. (Finance)
 18. Warrant Register #2 for the period of 7/8/20 through 7/14/20 in the amount of \$1,468,546.29. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

19. Resolution of the City Council of the City of National City extending and modifying the current Temporary COVID-19 Permit Extension Program for home owners and business owners set to expire on August 31, 2020 and extending until December 31, 2020. (Community Development)
20. Resolution of the City Council of the City of National City amending the urgency ordinance entitled "Urgency Ordinance of the City Council of the City of National City (1) enacting a temporary moratorium on evictions within the City of National City due to nonpayment of rent for residential and commercial tenants arising out of a substantial decrease in income or substantial out-of-pocket medical expenses resulting from the novel coronavirus (COVID-19), governmental response to COVID-19, or other financial reason related to COVID-19 pursuant to California Governor Executive Order N-28-20 and N-37-20; and (2) suspending foreclosure remedies that could lead to eviction under similar circumstances pursuant to California Governor Executive Order N-28-20" to extend the time for repayment of unpaid rent to December 31, 2020 from September 17, 2020. (Housing Authority)
21. Resolution of the City Council of the City of National City authorizing the use of \$446,940.99 in HOME Investment Partnership funds previously awarded to South Bay Community Services and awarding and appropriating an additional \$111,000 of HOME funds to the Tenant Based Rental Assistance Program to assist low-income National City residents with rent repayment who have compiled with the requirements of the Urgency Ordinance #2020-2479. (Housing Authority)
22. Resolution of the City Council of the City of National City ratifying the submission of an application to the California Department of Housing and Community Development (HCD) for the Permanent Local Housing Allocation (PLHA) Program and, if awarded, establishing an appropriation and corresponding revenue budget for an Emergency Rental Assistance Program

[in the amount of \\$393,191 for the first PLHA Program year. \(Housing Authority\)](#)

NEW BUSINESS

23. [Temporary Use Permit — Request from Iglesia Metodista Libre Emanuel to conduct the Food Drive Thru event\(s\) at 2529 "D" Avenue on Saturdays at 10:00 a.m. with no waiver of fees. \(Neighborhood Services\)](#)
24. [A Request to Initiate a Street Vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue. \(Applicant: Charles Keltner for Burlington Northern and Santa Fe \(BNSF\) Railway Company\). \(Case File No. 2020-09 SC\) \(Planning\)](#)
25. [Seeking direction from the City Council of the City of National City regarding repeal of Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee. \(City Manager\)](#)
26. [League of California Cities Annual Conference - Designation of Voting Delegate and Alternate\(s\). \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

27. [Report on the introduction of the Housing Strategic Plan process to the Housing Advisory Committee. \(Housing Authority\)](#)
28. [Update on Upcoming Sponsored and Co-sponsored Special Events. \(Community Services and Neighborhood Services\)](#)
29. [Parking Enforcement Update. \(Neighborhood Services\)](#)
30. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 1, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [California Parks and Recreation Society District 12 Most Valuable Part-time Person Awarded to Recreation Leader II, Carlos Carrillo. \(Community Services\)](#)

Please scroll down to view the backup material.

Item # ____

8/18/20

**CALIFORNIA PARKS AND RECREATION SOCIETY DISTRICT 12
MOST VALUABLE PART-TIME PERSON AWARDED TO
RECREATION LEADER II, CARLOS CARRILLO**

(Community Services)

The following page(s) contain the backup material for Agenda Item: [Kimball and Morgan Towers Rehabilitation Project Completion Overview and Resident Engagement Programs. \(Housing Authority\)](#)

Please scroll down to view the backup material.

Item # ____
08/18/20

**Kimball and Morgan Towers Rehabilitation Project Completion
Overview and Resident Engagement Programs**

(Housing Authority)

KIMBALL AND MORGAN TOWERS

Project Completion Overview

Community HousingWorks and Mercy Housing California

Presentation

to

City of National City

August 18, 2020



1

CHW/MERCY PARTNERSHIP: 4 RFP OBJECTIVES

- **Preserve and upgrade the physical asset**
- **Continue the City's stewardship** of providing affordable homes for current and future low income seniors
- Through **impactful resident services and effective property management**, provide a safe and stimulating environment for residents
- Provide the CDC-HA with **significant economic return by** payment from sales proceeds, a stream of income from residual receipts, and guaranteed annual subsidy for George H. Waters Nutrition Center

"We did what we said we would do"



PHYSICAL RENOVATION



ELEMENTS OF REHAB SCOPE

Major Building Systems

Goal: Preserve assets to extend the life of towers

- New TPO “cool” roof system
- Modernized elevators with interior cab finish upgrades
- Energy efficient windows and sliding glass doors
- Waterproof balcony resurfacing & ADA compliant balcony railings
- High efficiency boilers
- Life and safety upgrades
- ADA-compliant mailboxes with USPS parcel lockers
- Improve wayfaring signage
- Security-camera system
- Exterior painting



MAJOR BUILDING SYSTEMS

Before



Mailboxes at Kimball entrance



Elevator exteriors



Balconies



Morgan gas-fired boiler



Elevator cab interior



MAJOR BUILDING SYSTEMS



ADA-complaint mailboxes



New balcony railings



Elevator exteriors



New energy efficient boilers



Elevator cab interior



NUTRITION CENTER RENOVATION

Before



Morgan and Nutrition Center entrances



Nutrition Center kitchen



Nutrition Center corroded waste cast iron drain piping – June 2018



Nutrition Center dining room



NUTRITION CENTER RENOVATION



Morgan and Nutrition Center separate entrances



New flooring and updated sewer system



New commercial stoves



Nutrition Center dining room



ELEMENTS OF REHAB SCOPE

Apartment Homes

Goal: Aid in resident comfort to “age in place”

- Durable plank vinyl flooring throughout the apartment homes
- Low-flow/water efficient plumbing fixtures in kitchens and bathrooms
- Low VOC paint in kitchens and bathrooms
- Energy efficient appliances
- New pneumatic thermostats in each apartment home
- 31 full ADA apartments with fully accessible kitchens and bathrooms
- 12 apartments outfitted with audio/visual accessible communication devices

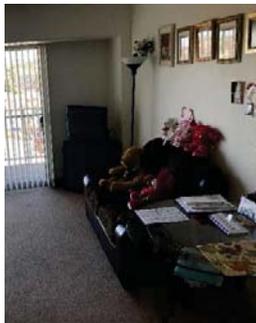


KIMBALL/MORGAN UNIT INTERIORS

Before



Kitchen needs ADA counter adjustments



Standard living room



Standard bathroom



Existing windows/sliding doors



Bathroom light



KIMBALL/MORGAN UNIT INTERIORS



Living room & Dining room



Kitchen



Bedroom



Bathroom



ELEMENTS OF REHAB SCOPE

Indoor and Outdoor Areas

Goal: Reinvigorate indoor and outdoor spaces to foster more resident community interactions

- New private wellness rooms for public health provider visits
- New computer rooms
- New “zen” lounge for residents
- Updated recreational rooms
- Reconfiguration of laundry rooms
- New landscape features with native and drought tolerant plants, walking track, outdoor seating and gathering spaces



KIMBALL/MORGAN COMMON AREAS

Before



Laundry room



Rec room



Lobby



Lobby entrance



Library



KIMBALL/MORGAN COMMON AREAS



Computer room



Community room



Wellness room



Resident Service office



Laundry room



Lobby entrance



OUTDOOR RECREATIONAL SPACES

Before



Central gazebo



Seating near gazebo



Landscaping



Inactive courtyard space



OUTDOOR RECREATIONAL SPACES



New centralized gathering space



Native and naturalized landscape



Walking path behind Morgan Tower



Active courtyard space



EXTERIOR FAÇADE

Before



EXTERIOR FAÇADE



RESIDENT ENGAGEMENT & PROPERTY MANAGEMENT



RESIDENT ENGAGEMENT

Living in the Towers

- As residents remain SIP, focus continues to be primarily on access to food and wellbeing checks.
 - **Morgan** (176 residents) = 672 points of service for food access; 764 wellbeing calls
 - **Kimball** (174 residents) = 544 points of service for food access; 584 wellbeing calls
 - **Includes** 93 applications for access to food programs
- The Kimball Senior Center opened a free test site for COVID-19, making testing very accessible to seniors at KM. Many residents have scheduled appointments which can take up to two weeks to get, with results coming around two weeks after the test.



Mercy resident health-check room



RESIDENT ENGAGEMENT

- Kimball-Morgan Towers have been approved to obtain free food items and purchase food items from the San Diego Food Bank.
- The Resident Services team completed the application and training process and plans are underway to implement a food distribution monthly, starting in August.
- Social Isolation – received 20 chromebooks through AARP that are preloaded with senior friendly apps; focus will be on assisting residents to access the tablets, and start technology classes. Goal is to address social isolation.



PROPERTY MANAGEMENT

Living in the Towers

- As the Kimball/Morgan renovation nears completion and construction is finishing up work on the circle there is anticipation and excitement design and function will bring both Towers together as one community with benches, trails, gardens, picnic tables, BBQ's and trellises for shade.
- Operations are normalizing and the community is learning to navigate in a new environment with limited access due to the pandemic. This means that rent is being collected, bills are getting paid, emergencies are being addressed and recertifications are in progress.
- Customer service has been a key focus and staff partner to providing the utmost in exceptional customer service to all residents. We have received direct resident feedback regarding satisfaction over the past several months including on the improvement of customer service and on responsiveness with items being addressed and resolved in a timely manner.



PROPERTY MANAGEMENT

- The majority of recent resident concerns have been related to COVID-19 issues in regard to individuals not wearing masks or not practicing social distancing and the number of individuals crowding in the elevators.
- Other complaints related to construction challenges have dwindled as construction is nearing completion and disruption to residents has subsided.



CONCLUSION

- Property renovation completed amidst of COVID-19/ shelter-in-place measures and other delays due to COVID.
- 16-month rehabilitation completed July 2020
- Resident unit renovation completed April 2020
- Nutrition Center renovation completed March 2020
- Start new beginnings for residents of Kimball and Morgan Towers



The following page(s) contain the backup material for Agenda Item: [Investment Portfolio - Chandler's Asset Management. \(Finance\)](#)

Please scroll down to view the backup material.

Item # ____
08/18/20

Investment portfolio presentation- Chandler's Asset Management

(Finance)

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
08/18/20

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City adopting City Council Policy No. 203, "Investments," as amended, for fiscal year 2020, amending Subsection A, B, and C of Section XII and Appendix I. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City adopting City Council Policy #203, "Investments," as amended, for fiscal year 2020, amending subsections A, B, and C of Section XII and Appendix I.

PREPARED BY: *Ronald Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralvito*

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralvito* **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution, adopting City Council Policy #203, "Investments," as amended, for fiscal year 2020, amending subsections A, B, and C of Section XII and Appendix I.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Council Policy #203, "Investments" (Original)
3. Council Policy #203, "Investments" (Draft)
4. Council Policy #203, "Investments" (Final)
5. Resolution

Attachment

Resolution of the City Council of the City of National City adopting City Council Policy #203, "Investments," as amended, for fiscal year 2020, amending subsections A, B, and C of Section XII and Appendix I.

August 18, 2020

Explanation

City Council Policy # 203, "Investments," Section XII C requires that the City's investment policy be reviewed and adopted at least annually. Following review by staff and consultation with the City's investment advisor, Chandler Asset Management, staff recommends the amendment of subsections Section XII and Appendix I, as shown below.

XII. REPORTING AND REVIEW

- A. **Monthly reports:** ~~In accordance with California Government Code Section 53646, a local agency treasurer who has been delegated authority to invest or reinvest funds of the local agency by the legislative body~~ The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the reporting period.
- B. **Quarterly reports:** Quarterly investment reports will be submitted by the Director of Finance and/or Financial Services Officer to the City Council, at an agenda meeting. ~~Consistent with the requirements contained in California Government Code Section 53646, including but not limited to the following information~~ information in the quarterly investment reports shall include, but not be limited to, the following:
1. Type of investment
 2. Name of issuer and/or financial institution
 3. Date of purchase
 4. Date of maturity
 5. Current market value for all securities
 6. Rate of interest
 7. Purchase price of investment
 8. Other data as required by the City
- C. **Annual ~~reports~~ policy review:** The Investment Policy will be reviewed at least annually and, as necessary, adopted, ~~at least annually~~ to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager

~~Deputy Assistant~~ City Manager

Director of Finance

Financial Services Officer

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: November 20, 2018

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety*: Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. *Return*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

- A. *Prudent Investor Standard*: Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B. *Indemnification*: The Director of Finance or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.
- C. *Ethics*: Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DELEGATION OF AUTHORITY

- A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Director of Finance and/or Financial Service Officer.

The Director of Finance and/or Financial Services Officer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

- B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

- A. The City's Director of Finance and/or Financial Services Officer will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:
1. Primary government dealers as designated by the Federal Reserve Bank;
 2. Nationally or state-chartered banks;
 3. The Federal Reserve Bank; and
 4. Direct issuers of securities eligible for purchase.
- B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

- C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance and/or Financial Services Officer with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.
- D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.
- E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

- A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.
- B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.
- C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds.** These include bonds of the City, the State of California, any other state, and any local agency within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

- a. Are rated in the category of “A” or better by at least two nationally recognized statistical rating organizations; and
 - b. No more than 5% per issuer.
 - c. No more than 30% of the total portfolio may be invested in municipal bonds.
2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.
4. **Banker’s acceptances**, provided that:
 - a. They are issued by institutions with short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical-rating organization (NRSRO); and have long-term debt obligations which are rated “A” or higher by at least two nationally recognized statistical rating organization;
 - b. The maturity does not exceed 180 days; and
 - c. No more than 40% of the total portfolio may be invested in banker’s acceptances and no more than 5% per issuer.
5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - a. The amount per institution is limited to the maximum covered under federal insurance; and
 - b. The maturity of such deposits does not exceed 5 years.

6. Certificate of Deposit Placement Service (CDARS)

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS.
- b. The maturity of CDARS deposits does not exceed 5 years.

7. Negotiable certificates of deposit (NCDs), provided that:

- a. They are issued by institutions which have long-term obligations which are rated “A” or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. Commercial paper, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organization; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organization; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. State of California Local Agency Investment Fund (LAIF), provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Director of Finance or Financial Services Officer to adequately judge the risk inherent in LAIF’s portfolio.

10. Local government investment pools.

- a. San Diego County Investment Pool

11. Corporate medium term notes (MTNs), provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least two nationally recognized statistical rating organization; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

12. Mortgage pass-through securities and asset-backed securities, provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of “AA” or its equivalent or better by a nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,
 - 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.

- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

14. **Supranationals**, provided that:

- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.
- d. No more than 10% of the portfolio may be invested in any single issuer.
- e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.

B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Director of Finance and/or Financial Services Officer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City’s investment objectives, constraints and risk tolerances. The City’s current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

- A. **Overall objective:** The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
- B. **Specific objective:** The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City’s investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

- A. **Procedures:** The Director of Finance and/or Financial Services Officer will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and/or Financial Services Officer.
- B. **Internal Controls:** The Director of Finance and/or Financial Services Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be described in the City’s investment procedures manual.

XII. REPORTING

- A. **Monthly reports:** In accordance with California Government Code Section 53646, a local agency treasurer who has been delegated authority to invest or reinvest funds of the local agency by the legislative body must submit a monthly report to the legislative body accounting for transactions made during the reporting period.
- B. **Quarterly reports:** Quarterly investment reports will be submitted by the Director of Finance and/or Financial Services Officer to the City Council, at an agenda meeting, consistent with the requirements contained in California Government Code Section 53646, including but not limited to the following information:
1. Type of investment
 2. Name of issuer and/or financial institution
 3. Date of purchase
 4. Date of maturity
 5. Current market value for all securities
 6. Rate of interest
 7. Purchase price of investment
 8. Other data as required by the City
- C. **Annual reports:** The Investment Policy will be reviewed and adopted at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53686

Investment Company Act of 1940

Investment Advisers Act of 1940

Securities and Exchange Commission Rule #15C3-1

Appendix I attached: “Authorized Personnel”

Appendix II attached: “Glossary of Investment Terms”

TITLE: Investments

POLICY #203

ADOPTED: October 23, 1990

AMENDED: November 20, 2018

Prior Policy Amendments

October 17, 2017

December 6, 2016

December 15, 2015

December 16, 2014

December 10, 2013

January 10, 2012

ORIGINAL

Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Deputy City Manager
Director of Finance
Financial Services Officer

ORIGINAL

Appendix II

GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie Mac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie Mae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “Ginnie Mae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable.

Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments,

especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) year's time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

ORIGINAL

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: November 20,
<u>2018 August 18, 2020</u>	

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: November 20,
<u>2018 August 18, 2020</u>	

1. *Safety*: Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. *Return*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

- A. *Prudent Investor Standard*: Management of the City’s investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B. *Indemnification*: The Director of Finance or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.
- C. *Ethics*: Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

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V. DELEGATION OF AUTHORITY

A. Authority to manage the City’s investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City’s cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Director of Finance and/or Financial Service Officer.

The Director of Finance and/or Financial Services Officer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

B. The City may engage the services of one or more external investment managers to assist in the management of the City’s investment portfolio in a manner consistent with the City’s objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

A. The City’s Director of Finance and/or Financial Services Officer will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank;
2. Nationally or state-chartered banks;
3. The Federal Reserve Bank; and
4. Direct issuers of securities eligible for purchase.

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- B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.
- C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance and/or Financial Services Officer with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.
- D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.
- E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

- A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.
- B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.
- C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

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1. **Municipal Bonds.** These include bonds of the City, the State of California, any other state, and any local agency within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.
 - a. Are rated in the category of “A” or better by at least two nationally recognized statistical rating organizations; and
 - b. No more than 5% per issuer.
 - c. No more than 30% of the total portfolio may be invested in municipal bonds.
2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments,** including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.
4. **Banker’s acceptances,** provided that:
 - a. They are issued by institutions with short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical-rating organization (NRSRO); and have long-term debt obligations which are rated “A” or higher by at least two nationally recognized statistical rating organization;
 - b. The maturity does not exceed 180 days; and
 - c. No more than 40% of the total portfolio may be invested in banker’s acceptances and no more than 5% per issuer.
5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - a. The amount per institution is limited to the maximum covered under federal insurance; and
 - b. The maturity of such deposits does not exceed 5 years.

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6. Certificate of Deposit Placement Service (CDARS)

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS.
- b. The maturity of CDARS deposits does not exceed 5 years.

7. Negotiable certificates of deposit (NCDs), provided that:

- a. They are issued by institutions which have long-term obligations which are rated “A” or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. Commercial paper, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organization; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organization; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. State of California Local Agency Investment Fund (LAIF), provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s

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reports allow the Director of Finance or Financial Services Officer to adequately judge the risk inherent in LAIF's portfolio.

10. Local government investment pools.

- a. San Diego County Investment Pool

11. Corporate medium term notes (MTNs), provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated "A" category or better by at least two nationally recognized statistical rating organization; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

12. Mortgage pass-through securities and asset-backed securities, provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or;

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2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.
 - b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.
14. **Supranationals**, provided that:
- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
 - b. The securities are rated in a category of "AA" or higher by a NRSRO.
 - c. No more than 30% of the total portfolio may be invested in these securities.
 - d. No more than 10% of the portfolio may be invested in any single issuer.
 - e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

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- 5. Purchasing or selling securities on margin is prohibited.
- 6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- 7. The purchase of foreign currency denominated securities is prohibited.

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B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Director of Finance and/or Financial Services Officer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the

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portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City’s investment objectives, constraints and risk tolerances. The City’s current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

- A. **Overall objective:** The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
- B. **Specific objective:** The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City’s investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

- A. **Procedures:** The Director of Finance and/or Financial Services Officer will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and/or Financial Services Officer.

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B. **Internal Controls:** The Director of Finance and/or Financial Services Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be described in the City’s investment procedures manual.

XII. REPORTING AND REVIEW

A. **Monthly reports:** ~~In accordance with California Government Code Section 53646, a local agency treasurer who has been delegated authority to invest or reinvest funds of the local agency by the legislative body~~ The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the reporting period.

B. **Quarterly reports:** Quarterly investment reports will be submitted by the Director of Finance and/or Financial Services Officer to the City Council, at an agenda meeting; ~~Consistent with the requirements contained in California Government Code Section 53646, including but not limited to the following information~~ information in the quarterly investment reports shall include, but not be limited to, the following:

1. Type of investment
2. Name of issuer and/or financial institution
3. Date of purchase
4. Date of maturity
5. Current market value for all securities
6. Rate of interest
7. Purchase price of investment
8. Other data as required by the City

C. **Annual ~~reports~~ policy review:** The Investment Policy will be reviewed at least annually and, as necessary, adopted, ~~at least annually~~ to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53686
Investment Company Act of 1940
Investment Advisers Act of 1940
Securities and Exchange Commission Rule #15C3-1
Appendix I attached: “Authorized Personnel”

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Appendix II attached: “Glossary of Investment Terms”

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Prior Policy Amendments

- ~~November 20, 2018~~
- October 17, 2017
- December 6, 2016
- December 15, 2015
- December 16, 2014
- December 10, 2013
- January 10, 2012

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Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager

~~Deputy Assistant~~ City Manager

Director of Finance

Financial Services Officer

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Appendix II

GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie Mac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie Mae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “Ginnie Mae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable.

Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments,

especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) year's time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

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Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

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CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: August 18, 2020

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety*: Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. *Return*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

- A. *Prudent Investor Standard*: Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B. *Indemnification*: The Director of Finance or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.
- C. *Ethics*: Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DELEGATION OF AUTHORITY

- A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Director of Finance and/or Financial Service Officer.

The Director of Finance and/or Financial Services Officer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

- B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

- A. The City's Director of Finance and/or Financial Services Officer will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:
1. Primary government dealers as designated by the Federal Reserve Bank;
 2. Nationally or state-chartered banks;
 3. The Federal Reserve Bank; and
 4. Direct issuers of securities eligible for purchase.
- B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

- C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance and/or Financial Services Officer with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.
- D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.
- E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

- A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.
- B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.
- C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds.** These include bonds of the City, the State of California, any other state, and any local agency within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

- a. Are rated in the category of “A” or better by at least two nationally recognized statistical rating organizations; and
 - b. No more than 5% per issuer.
 - c. No more than 30% of the total portfolio may be invested in municipal bonds.
2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
 3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.
 4. **Banker’s acceptances**, provided that:
 - a. They are issued by institutions with short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical-rating organization (NRSRO); and have long-term debt obligations which are rated “A” or higher by at least two nationally recognized statistical rating organization;
 - b. The maturity does not exceed 180 days; and
 - c. No more than 40% of the total portfolio may be invested in banker’s acceptances and no more than 5% per issuer.
 5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - a. The amount per institution is limited to the maximum covered under federal insurance; and
 - b. The maturity of such deposits does not exceed 5 years.

6. Certificate of Deposit Placement Service (CDARS)

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS.
- b. The maturity of CDARS deposits does not exceed 5 years.

7. Negotiable certificates of deposit (NCDs), provided that:

- a. They are issued by institutions which have long-term obligations which are rated “A” or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. Commercial paper, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organization; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organization; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. State of California Local Agency Investment Fund (LAIF), provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Director of Finance or Financial Services Officer to adequately judge the risk inherent in LAIF’s portfolio.

10. Local government investment pools.

- a. San Diego County Investment Pool

11. Corporate medium term notes (MTNs), provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least two nationally recognized statistical rating organization; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

12. Mortgage pass-through securities and asset-backed securities, provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of “AA” or its equivalent or better by a nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,
 - 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.

- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

14. **Supranationals**, provided that:

- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.
- d. No more than 10% of the portfolio may be invested in any single issuer.
- e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.

B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Director of Finance and/or Financial Services Officer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City’s investment objectives, constraints and risk tolerances. The City’s current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

- A. **Overall objective:** The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
- B. **Specific objective:** The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City’s investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

- A. **Procedures:** The Director of Finance and/or Financial Services Officer will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and/or Financial Services Officer.
- B. **Internal Controls:** The Director of Finance and/or Financial Services Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be described in the City’s investment procedures manual.

XII. REPORTING AND REVIEW

- A. **Monthly reports:** The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the reporting period.
- B. **Quarterly reports:** Quarterly investment reports will be submitted by the Director of Finance and/or Financial Services Officer to the City Council, at an agenda meeting. Consistent with the requirements contained in California Government Code Section 53646, information in the quarterly investment reports shall include, but not be limited to, the following:
1. Type of investment
 2. Name of issuer and/or financial institution
 3. Date of purchase
 4. Date of maturity
 5. Current market value for all securities
 6. Rate of interest
 7. Purchase price of investment
 8. Other data as required by the City
- C. **Annual policy review:** The Investment Policy will be reviewed at least annually and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53686

Investment Company Act of 1940

Investment Advisers Act of 1940

Securities and Exchange Commission Rule #15C3-1

Appendix I attached: “Authorized Personnel”

Appendix II attached: “Glossary of Investment Terms”

TITLE: Investments

POLICY #203

ADOPTED: October 23, 1990

AMENDED: August 18, 2020

Prior Policy Amendments

November 20, 2018

October 17, 2017

December 6, 2016

December 15, 2015

December 16, 2014

December 10, 2013

January 10, 2012

FINAL

Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Assistant City Manager
Director of Finance
Financial Services Officer

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Appendix II

GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie Mac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie Mae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “Ginnie Mae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable.

Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments,

especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) year's time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

FINAL

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING CITY COUNCIL POLICY NO. 203, "INVESTMENTS," AS AMENDED,
FOR FISCAL YEAR 2020, AMENDING SUBSECTIONS A, B, AND C OF SECTION XII
AND APPENDIX I**

BE IT RESOLVED by the City Council of the City of National City that City Council Policy No. 203, entitled "Investments," is adopted as amended, for Fiscal Year 2020, amending Subsections A, B, and C of Section XII and Appendix I as reflected in the attachments hereto.

PASSED and ADOPTED this 18th day of August, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City Amending City Council Policy No. 104, Section III, Meetings, Subsection L - entitled "Adjournment" as it relates to clarifying the requirement of a Super-Majority vote to extend normal adjournment time. \(City Attorney\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City Amending City Council Policy # 104, Section III Meetings, Subsection L - entitled "Adjournment" as it relates to clarifying the requirement of a Super-Majority vote to extend normal adjournment time.

PREPARED BY: Angil P. Morris-Jones

DEPARTMENT: City Attorney

PHONE: 619 336-4220

APPROVED BY: 

EXPLANATION:

Please see attached Staff Report.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt a Resolution amending City Council Policy #104 Section L - entitled "Adjournment."

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Resolution



**CITY ATTORNEY OF NATIONAL CITY
STAFF REPORT MEMORANDUM**

DATE: August 18, 2020

TO: City Council of National City

FROM: Angil P. Morris-Jones, City Attorney

SUBJECT: Resolution of the City Council of the City of National City Amending City Council Policy #104, Section III Meetings, Sub-Section L- entitled "Adjournment" as it relates to clarifying the requirement of a Super-Majority vote to extend normal adjournment time.

On April 2, 2019 the City Council amended City Council Policy #104 entitled "Rules of Procedure and Order for City Council Meeting." One of the items established in the amended Policy under Section III, Meetings sub-section L - entitled "Adjournment" was the establishment of 10:30 p.m. as the normal time for adjourning meetings. In the sixteen months since its establishment, the City Council has rarely gone over the 10:30 p.m. adjournment time. Recently, in reading the sub-section it was noticed that the language was ambiguous as to the vote requirement to extend the time of the meeting. Therefore, to clarify a Super-Majority vote is required, I am advising the following language highlighted in yellow which states such plainly:

- L. Adjournment:** It is the policy of the City Council that all evening meetings of the City Council, including Special Meetings and workshops, be adjourned no later than 10:30 p.m., which time is referred to as the normal time of adjournment. The meeting shall be extended no more than once and subsequently may be adjourned to a later date. **A Super-Majority vote of the City Council shall be required to extend the normal meeting time beyond 10:30 p.m. for purpose of completing the remaining items of business on the agenda.** In the event the entire agenda cannot be completed by the normal time of adjournment, the Council may take up and act upon the more pressing agenda items. All agenda items not considered at the meeting shall be on the agenda of the next regular, special, or adjourned regular meeting unless the Council directs otherwise.

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING CITY COUNCIL POLICY # 104, SECTION III, MEETINGS, SUBSECTION
L - ENTITLED "ADJOURNMENT" AS IT RELATES TO CLARIFYING THE
REQUIREMENT OF A SUPER-MAJORITY VOTE TO EXTEND NORMAL
ADJOURNMENT TIME**

BE IT RESOLVED by the City Council of the City of National City that City Council Policy No. 104, Section III, Meetings, Subsection L - entitled "Adjournment" as it relates to clarifying the requirement of a Super-Majority vote to extend normal adjournment time is adopted as amended to read in its entirety as follows:

- L. Adjournment:** It is the policy of the City Council that all evening meetings of the City Council, including Special Meetings and workshops, be adjourned no later than 10:30 p.m., which time is referred to as the normal time of adjournment. The meeting shall be extended no more than once and subsequently may be adjourned to a later date. A Super-Majority vote of the City Council shall be required to extend the normal meeting time beyond 10:30 p.m. for purpose of completing the remaining items of business on the agenda. In the event the entire agenda cannot be completed by the normal time of adjournment, the Council may take up and act upon the more pressing agenda items. All agenda items not considered at the meeting shall be on the agenda of the next regular, special, or adjourned regular meeting unless the Council directs otherwise.

PASSED and ADOPTED this 18th day of August, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the City Manager to execute a Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 500 square foot parcel of vacant land located along "A" Avenue in front of 1837 "A" Avenue in National City to the Betty Winona McLintock Revocable Trust. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to execute a Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 500 square foot parcel of vacant land located along "A" Avenue in front of 1837 "A" Avenue in National City to the Betty Winona McLintock Revocable Trust.

PREPARED BY: Gregory Rose, Property Agent

DEPARTMENT: Housing Authority

PHONE: 619.336.4266

APPROVED BY: 

EXPLANATION:

There is a strip of City-owned property ("Property") along "A" Avenue running between the sidewalk and owners property line (APN 560-210-44) that is 10 feet wide and 165 long fronting three privately owned lots (See Attachment 3). In 1959 the City Council closed and vacated the property as a public street. The Betty Winona McLintock Revocable Trust ("Buyer"), owns two of the three lots. The Buyer approached the City's Engineering Department to create a separate legal parcel ("Parcel") that could be split from the other two portions of the Property. In 2018 the Buyer purchased the strip of land in front of 1835 "A" Ave. The Buyer also owns 1837 "A" Avenue and has requested the purchase the 50 foot strip of the Property which totals 500 sq.ft. in front of 1837 "A" Avenue. The previously purchased parcel fronting 1835 "A" Avenue, which is the exact same size and shape, was appraised on 4/16/2016 for \$4,000 and sold for that price in December of 2018. Since 2016 there have been no sales of vacant land comparable in size to the parcel. The owner has agreed to pay the appraised value and has also agreed to pay all escrow and closing fees up to \$2,000. The City has issued a separate legal description for the Parcel to be sold. The City has no use for said parcel.

FINANCIAL STATEMENT:

APPROVED: Mardi Ralento Finance

ACCOUNT NO.

APPROVED: _____ MIS

The proceeds from the sale (\$4,000.00) will go to the Sales of Real Property Account # 001-00000-3601.

ENVIRONMENTAL REVIEW:

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of an administrative activity that will not result in direct or indirect physical changes to the environment.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Purchase and Sale Agreement
2. Property Appraisal
3. Plat Map
4. Resolution

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

A Avenue, National City, CA

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is dated as of August 18, 2020, and is entered into by and between the CITY OF NATIONAL CITY, a California municipal corporation (“**City**” or “**Seller**”), and the Betty Winona McLintock Revocable Trust (“**Buyer**”).

RECITALS

WHEREAS, Seller owns the fee interest in that certain real property generally located along “A” Avenue, National City, California 91950, legally described and depicted in Exhibit A attached hereto and made a part hereof (“**Property**”).

WHEREAS, Seller desires to cause the sale, assignment and transfer of its interest in and to the Property to Purchaser on the Closing Date (as hereinafter defined), in accordance with the terms and provisions of this Agreement, and Purchaser desires to purchase the Property from Seller on the Closing Date, upon the terms more particularly set forth in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Agreement.** This Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and between Seller and Buyer, including all of the attached Exhibits.

1.1.2 **Approval.** Any approval, consent, certificate, ruling, authorization, or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to complete the purchase and sale of the Property.

1.1.3 **Bankruptcy Law.** Title 11 of the United State Code or any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

- 1.1.4 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.
- 1.1.5 **Business Day.** Any weekday on which the Seller is open to conduct regular governmental functions.
- 1.1.6 **Buyer.** Betty Winona McLintock Revocable Trust, and any permitted assignee of or successor to the rights, powers, or responsibilities of Buyer under this Agreement.
- 1.1.7 **Buyer Title Policy.** A standard CLTA owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to Permitted Exceptions.
- 1.1.8 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* and implementing regulations contained in Title 14, Chapter 3, Section 15000, *et seq.* of the California Code of Regulations.
- 1.1.9 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any discretionary Approval required to approve this Agreement.
- 1.1.10 **City or Seller.** The City of National City, a California municipal corporation, and any permitted assignee of or successor to the rights, powers, or responsibilities of Seller under this Agreement.
- 1.1.11 **City Manager.** The City Manager of Seller or her designee or successor in function.
- 1.1.12 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature and, if an Indemnitor improperly fails to provide a defense for an Indemnitee, then Legal Costs of the Indemnitee) and any judgment.
- 1.1.13 **Close of Escrow.** The first date on which the Escrow Agent has filed the Grant Deed with the County for recording in the official records of the County.
- 1.1.14 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership or Equity Interests, by contract or otherwise.
- 1.1.15 **County.** The County of San Diego, California.
- 1.1.16 **Default.** An Escrow Default, a Monetary Default, or a Non-Monetary Default.
- 1.1.17 **Default Interest.** Interest at an annual rate equal to the lesser of (a) eight percent (8%) per annum; or (b) the Usury Limit.
- 1.1.18 **Deposit.** Four hundred and No/100 Dollars (\$400.00).

1.1.19 **Due Diligence Materials.** All of the following: (a) the Preliminary Report; (b) any and all environmental reports relating to the Property in the possession of Seller; and (iii) copies of any and all material documents that pertain to the physical condition of the Property in the possession of Seller.

1.1.20 **Due Diligence Period.** The period of time commencing upon the Effective Date and expiring thirty (30) days thereafter.

1.1.21 **Effective Date.** Defined in Section 2 of this Agreement.

1.1.22 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements or expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Law or Hazardous Substance Discharge.

1.1.22 **Environmental Laws.** All Federal, State, local (including City) laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government authority, now in effect or enacted after the Effective Date of this Agreement, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use or pertaining to occupational health or industrial hygiene or occupational or environmental conditions on, under or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”) [42 U.S.C. § 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (“**RCRA**”) [42 U.S.C. § 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“**FWPCA**”) [33 U.S.C. § 1251 *et seq.*]; the Toxic Substances Control Act (“**TSCA**”) [15 U.S.C. § 2601 *et seq.*]; the Hazardous Materials Transportation Act (“**HMTA**”) [49 U.S.C. § 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C. § 6901 *et seq.*]; the Clean Air Act [42 U.S.C. § 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C. § 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C. § 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C. § 101 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 U.S.C. § 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C. §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health and Safety Code § 25300 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code § 24249.5 *et seq.*]; or the Porter-Cologne Water Quality Act [California Water Code § 13000 *et seq.*]; together with any regulations promulgated under the authorities referenced in this Section.

1.1.23 **Equity Interest.** All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.24 **Escrow.** An escrow, as defined in California Civil Code Section 1057 and California Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the sale of the Property from Seller to Buyer pursuant to this Agreement.

1.1.25 **Escrow Agent.** Carla Burchard, Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.26 **Escrow Closing Date.** Subject to the immediately following paragraph and subject to satisfaction (or waiver by the benefitted Party or Parties) of all of the conditions to closing set forth in Sections 4.4 and 4.5, unless extended by the Parties as set forth in Section 4.9 below, the Escrow Closing Date shall occur on or before sixty (60) days following the Effective Date.

1.1.27 **Escrow Closing Statement.** A statement prepared by the Escrow Agent indicating, among other things, the Escrow Agent's estimate of all funds to be deposited or received by Seller or Buyer, respectively, and all charges to be paid by Seller or Buyer, respectively, through the Escrow.

1.1.28 **Escrow Default.** The unexcused failure of a Party to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement.

1.1.29 **Escrow Opening Date.** The first date on which a copy of this Agreement, signed by both Seller and Buyer, is deposited with the Escrow Agent, as provided in Section 3.1 of this Agreement.

1.1.30 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for fifteen (15) calendar days after Notice to the Party in Default, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such amount or the bond, surety, or insurance not provided;

(b) *Escrow Closing Default.* An Escrow Default that continues for seven (7) calendar days after Notice to the Party in Default, specifying in reasonable detail the document or funds not submitted to the Escrow Agent;

(c) *Bankruptcy or Insolvency.* Buyer admits in writing that Buyer is unable to pay Buyer's debts as they become due or Buyer becomes subject to any Bankruptcy Proceeding, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Buyer's assets or Buyer's interest in this Agreement or the Property;

(d) *Transfer.* The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of the terms or conditions of this Agreement;

(e) *Non-Monetary Default.* Any Non-Monetary Default, other than those specifically addressed in Subsections (c) or (d) above, that is not cured within fifteen (15) calendar days after Notice to the Party in Default describing the Non-Monetary Default in reasonable detail. In the case of such a Non-Monetary Default that cannot with reasonable diligence be cured within fifteen (15) calendar days after the effective date of such Notice, an Event of Default shall occur, if the Party in Default does not do all of the following: (a) within fifteen (15) calendar days after Notice of such Non-Monetary Default, advise the other Party of the intention of the Party in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such

fifteen (15) calendar day period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.31 **Federal.** The federal government of the United States of America.

1.1.32 **FIRPTA Affidavit.** A certification that Seller is not a “foreign person” within the meaning of such term under Section 1445 of the United States Internal Revenue Code.

1.1.33 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.34 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever of any governmental unit (Federal, State, County, district, municipal, City or otherwise) whether now or later in existence. It is acknowledged that Seller is a form of Government.

1.1.36 **Grant Deed.** A grant deed conveying Seller’s interest in the Property from Seller to Buyer, at the Close of Escrow, substantially in the form of **Exhibit “B”** attached to this Agreement and incorporated herein by this reference.

1.1.37 **Hazardous Substance.** Any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical wastes, toxic substance or related material, petroleum, petroleum product and any “hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a “hazardous substance” under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as “hazardous substances” pursuant to 33 U.S.C. § 1321; (c) defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended; (d) defined as a “hazardous substance” or “hazardous waste” under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.*, or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33); (f) defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601 *et seq.*]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) that is or becomes regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to Law.

1.1.38 **Hazardous Substance Discharge.** Any deposit, discharge, generation, release or spill of a Hazardous Substance that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from any construction, installation, use or operation or other activities conducted at, on, under or from the Property, whether or not caused by a Party.

1.1.39 **Indemnify.** Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and protect, defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.40 **Indemnitee.** Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.41 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.42 **Law.** Every law, ordinance, requirement, order, proclamation, directive, rule or regulation of any Government applicable to the Property, in any way, including relating to any development, construction, use, maintenance, taxation, operation, occupancy of or environmental conditions affecting the Property or otherwise relating to this Agreement or any Party’s rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance or exemption.

1.1.43 **Legal Costs.** In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding or other matter for which such Person is entitled to be reimbursed for its Legal Costs, including reasonable attorneys’ fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.44 **Lender.** The holder of any Security Instrument and the successors and assigns of such holder.

1.1.45 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, bond, surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person.

1.1.46 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to perform any of such Party’s obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, would constitute a breach of this Agreement by a Party.

1.1.47 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.48 **Notice of Default.** Any Notice claiming or giving Notice of a Default.

1.1.49 **Notify.** To give a Notice.

1.1.50 **Parties.** Collectively, Seller and Buyer.

1.1.51 **Party.** Individually, either Seller or Buyer, as applicable.

1.1.52 **Permitted Exception.** All of the following: (a) the printed exceptions and exclusions in the Buyer Title Policy; (b) all items shown in the Preliminary Report as exceptions to coverage under the proposed Buyer Title Policy approved by Buyer, or deemed approved by Buyer, as provided in 3.3.3 below; (c) any lien for non-delinquent property taxes or assessments; (d) any Laws applicable to the Property; (e) this Agreement; (f) any existing improvements on the Property; (g) any Approval; (h) any other document or encumbrance expressly required or allowed to be recorded against the Property pursuant to the terms of this Agreement; and (i) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and other matters of record or that would be disclosed by an accurate inspection or survey of the Property.

1.1.55 **Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.1.56 **Preliminary Report.** A preliminary report issued by the Title Company in contemplation of the issuance of the Buyer Title Policy, accompanied by the best available copies of all documents listed in the preliminary report as exceptions to coverage under the proposed Buyer Title Policy.

1.1.57 **Property.** That certain real property specifically described in **Exhibit "A"** attached to this Agreement and incorporated herein by this reference.

1.1.58 **Purchase Price.** Four Thousand and No/100 Dollars (\$4,000.00), which is the fair market value of the Property as of April 16, 2016, pursuant to that certain appraisal report conducted by George Hatch of George Hatch Appraisals.

1.1.59 **Real Estate Taxes.** All general and special real estate taxes (including taxes on fixtures and equipment, sales taxes, use taxes and the like), supplemental taxes, possessory interest taxes, special taxes imposed pursuant to a special taxing district, assessments, municipal water and sewer rents, rates and charges, excises, levies, license and permit fees, fines, penalties and other governmental charges and any interest or costs with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever regarding the Property that may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or charged with respect to or become a lien on, the Property.

1.1.60 **Seller Parties.** Collectively, the Seller, the Seller's governing body, and the Seller's elected officials, employees, agents and attorneys.

1.1.61 **State.** The State of California.

1.1.62 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.63 **Title Company.** Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.64 **Transfer.** Regarding any property, right or obligation, any of the following, whether by operation of Law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in the owner of such property, right or obligation by the holders of such Equity Interest(s); or (c) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses (b) or (c) above of this Section, shall be deemed a Transfer by Buyer, even though Buyer is not technically the transferor. A "Transfer" shall not, however, include any of the following (provided that the other Party has received Notice of such occurrence) relating to the Property or any Equity Interest: (i) a mere change in the form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax law; (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) a conveyance only to a Person that, as of the Effective Date, holds an Equity Interest in the entity whose Equity Interest is being transferred.

1.1.65 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters or inability to obtain required materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.66 **Usury Limit.** The highest rate of interest, if any, that Law allows under the circumstances.

2. **EFFECTIVE DATE**

This Agreement shall become effective on the date on which both of the following have occurred ("**Effective Date**"): (a) Seller has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Buyer; and (b) this Agreement has been approved by Seller's governing body and executed by Seller's City Manager.

3. **PURCHASE AND SALE OF PROPERTY**

3.1 **Escrow.** Seller shall sell and convey fee title to the Property to Buyer and Buyer shall purchase and acquire fee title to the Property from Seller, subject to the Permitted Exceptions and the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale of the Property from Seller to Buyer and the purchase of the Property by Buyer from Seller, pursuant to the terms and conditions of this Agreement, Seller and Buyer agree to open the Escrow with the Escrow Agent. The provisions of Section 4 of this Agreement are, and shall constitute, the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

3.2 **Consideration.** Buyer shall purchase the Property from Seller for the Purchase Price,

subject to the terms and conditions of this Agreement. Buyer shall deposit the Purchase Price into the Escrow, as follows:

3.2.1 Deposit. Upon the Escrow Opening Date, Buyer shall deposit the Deposit into the Escrow. The Deposit shall initially be refundable until the due diligence condition of Section 3.3 is satisfied, and thereafter shall be non-refundable unless this Agreement is thereafter terminated due to a Seller default, the failure of a Buyer's condition to Close of Escrow, a termination of this Agreement not due to Buyer's default, or as otherwise expressly provided in this Agreement. The Deposit shall be held in Escrow until the Close of Escrow and shall be applied to the Purchase Price.

3.2.2 Remaining Purchase Price. At least one (1) Business Day before the Escrow Closing Date, Buyer shall deposit into the Escrow the amount of the Purchase Price less the amount of the Deposit.

3.3 Due Diligence.

3.3.1 To the extent in Seller's possession, immediately following the Effective Date Seller shall deliver to Buyer, without any representation or warranty by Seller, the Due Diligence Materials (except for the Preliminary Report, which shall be provided by the Title Company).

3.3.2 Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, in its discretion, at Buyer's sole cost and expense, any environmental reports, soils inspection, conditions of title, zoning, surveys, the Due Diligence Materials, and all other reports as Buyer may deem necessary or appropriate in connection with this Agreement. In the event Buyer finds the Property unsatisfactory for any reason, then prior to the expiration of the Due Diligence Period Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.3 If, prior to the expiration of the Due Diligence Period, Buyer disapproves by a writing delivered to Seller any matters of title shown in the Preliminary Report, then Seller may, within fourteen (14) business days after its receipt of Buyer's notice of disapproval, elect in writing to eliminate or ameliorate to Buyer's satisfaction the disapproved title matters. Failure of Buyer to give disapproval of any matters of title shown in the Preliminary Report on or before the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of all matters of title in the Preliminary Report. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved matters of title shown in the Preliminary Report, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent: (a) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as

otherwise set forth herein).

3.3.4 Upon the Effective Date of this Agreement until the expiration of the Due Diligence Period, subject to the provisions of this Section, Buyer may enter upon the Property to conduct any investigation, test, study or analysis related to the development of the Project. Buyer shall pay all costs with respect to such studies and tests and shall be solely responsible for the disposal of any soil samples (including any Hazardous Substance or other wastes in these samples), which obligation shall survive the termination of this Agreement. Buyer shall exercise due care, follow best commercial practices in connection with such entry and testing, and shall comply with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Property. Prior to any entry onto the Property, Buyer shall obtain and maintain, and shall require that its agents, consultants, contractors and representatives (collectively, the "Agents") to obtain and maintain in full force during the term of this Agreement, at Buyer's sole cost and expense, a policy of comprehensive liability insurance, including property damage, which will insure the City and its officers, members, employees and agents against liability for injury to persons, damage to property, and death of any person arising in connection with Buyer or its Agents entry upon the Property and/or conducting of tests or studies thereon. Prior to any entry onto the Property, the policy shall be approved in writing as to form and insurance (including approval of the insurance company) by the City. Buyer shall provide City with a copy of any insurance policy required hereunder, including an endorsement that states that the policy will not be cancelled except after thirty (30) days' notice in writing to City and names the additional insureds as required herein. Buyer shall provide City with evidence of such insurance coverage prior to any entry onto the Property by Buyer or its Agents. Following any such tests or studies, Buyer shall leave the Property in substantially similar condition as of the Effective Date of this Agreement, and Buyer shall indemnify, defend and hold harmless City and its officers, members, employees and agents and the Property from and against any liabilities, claims, damages (including injury or damage to person or property), losses, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) relating to or resulting from the entry, inspections and studies conducted by Buyer and its Agents on, under, or about the Property. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

3.3.5 If, prior to the expiration of the Due Diligence Period, Buyer disapproves of the condition of the Property, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.6 In the event of a termination of this Agreement pursuant to this Section, notwithstanding any other provision of this Agreement to the contrary, Buyer shall pay all escrow fees and costs.

3.4 "AS-IS" Acquisition. The Close of Escrow shall evidence Buyer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, shoring or bluff stability or support, subsurface or lateral support, zoning, land

use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property or the existence or absence of Hazardous Substances affecting the Property and with full knowledge of the physical condition of the Property, the nature of Seller's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall further constitute Buyer's representation and warranty to Seller that: (a) Buyer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Buyer is entitled to conduct on the Property; (b) Buyer is relying entirely on Buyer's experience, expertise and Buyer's own inspection of the Property in the Property's current state in proceeding with acquisition of the Property; (c) Buyer accepts the Property in the Property's present condition; (d) to the extent that Buyer's own expertise with respect to any matter regarding the Property is insufficient to enable Buyer to reach an informed conclusion regarding such matter, Buyer has engaged the services of Persons qualified to advise Buyer with respect to such matters; (e) Buyer has received assurances acceptable to Buyer by means independent of Seller or Seller's agents of the truth of all facts material to Buyer's acquisition of the Property pursuant to this Agreement; and (f) the Property is being acquired by Buyer as a result of Buyer's own knowledge, inspection and investigation of the Property and not as a result of any representation made by Seller or Seller's agents relating to the condition of the Property, unless such statement or representation is expressly and specifically set forth in this Agreement. Seller hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

3.5 Reservations. The approval of this Agreement by Seller shall not be binding on the City Council of the City or any commission, committee, board or body of the City regarding any other Approvals required by such bodies. No action by Seller with reference to this Agreement or any related documents shall be deemed to constitute issuance or waiver of any required Approvals regarding the Property or Buyer.

3.6 Non-Discrimination.

3.6.1 Buyer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Buyer itself, or any person claiming under or through Buyer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. The foregoing covenants shall run with the land.

3.6.2 Buyer herein further covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities.

3.6.3 Buyer understands and agrees that violation of any Subsection of this Section 3.6 shall be considered a material breach of this Agreement and may result in termination,

debarment or other sanctions.

3.7 Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

3.7.1 (a) (1) **In deeds:** “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property herein conveyed. The foregoing covenants shall run with the land.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

3.7.2 (a) (1) **In leases:** “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Property herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

3.7.3 **In contracts:** “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section

12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.”

3.8 **Effect and Duration of Covenants.** The covenants established in this Agreement shall run with the land, without regard to technical classification and designation, and shall be for the benefit and in favor of and enforceable against the original Buyer, or if the Buyer is no longer the owner, then against its successors in interest, assigns and heirs. Unless set forth otherwise, the covenants described in Section 3.7 shall commence upon the Close of Escrow and shall be set forth and shall run for the time periods set forth in the applicable Grant Deed.

4. JOINT ESCROW INSTRUCTIONS

4.1 **Opening of Escrow.** The purchase and sale of the Property shall take place through the Escrow to be conducted by Escrow Agent. Escrow shall be deemed opened when a fully signed copy of this Agreement has been delivered to Escrow Agent. Escrow Agent shall confirm the Escrow Opening Date in writing to each of the Parties, with a copy of the Escrow Agent Consent signed by the authorized representative(s) of the Escrow Agent.

4.2 **Escrow Instructions.** This Section 4 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the purchase and sale of the Property, as contemplated by this Agreement. Buyer and Seller shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control.

4.3 **Escrow Agent Authority.** Seller and Buyer authorize Escrow Agent to:

4.3.1 **Charges.** Pay and charge Seller and Buyer for their respective shares of the applicable fees, taxes, charges and costs payable by either Seller or Buyer regarding the Escrow;

4.3.2 **Settlement/Closing Statements.** Release each Party’s Escrow Closing Statement to the other Party;

4.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

4.3.4 **Counterpart Documents.** Utilize documents signed by Seller or Buyer in counterparts, including attaching separate signature pages to one original of the same document.

4.4 **Buyer’s Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Buyer, Buyer’s obligation to purchase the Property from Seller on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Buyer) of each of the following conditions on or before the Escrow Closing Date:

4.4.1 **Title Policy.** Title Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.4.2 **CEQA Documents.** Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.4.3 **Seller Escrow Deposits.** Seller deposits all of the items into Escrow required by Section 4.7 of this Agreement;

4.4.4 **Settlement/Closing Statement.** Buyer reasonably approves Buyer's Escrow Closing Statement; and

4.4.5 **Seller Pre-Closing Obligations.** Seller performs all of Seller's material obligations required to be performed by Seller pursuant to this Agreement prior to the Close of Escrow.

4.5 **Seller's Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Seller, Seller's obligation to sell the Property to Buyer on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Seller) of each of the following conditions precedent on or before the Escrow Closing Date:

4.5.1 **CEQA Documents.** Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.5.2 **Buyer Escrow Deposits.** Buyer deposits all of the items into Escrow required by Section 4.6 of this Agreement;

4.5.3 **Settlement/Closing Statement.** Seller reasonably approves Seller's Escrow Closing Statement; and

4.5.4 **Title Policy.** The Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.5.5 **Buyer Pre-Closing Obligations.** Buyer performs all of Buyer's material obligations required to be performed by Buyer pursuant to this Agreement prior to Close of Escrow.

4.6 **Buyer's Escrow Deposits.** Buyer shall deposit the following items into Escrow and, concurrently, provide a copy of each document submitted into Escrow to Seller, at least one (1) Business Day prior to the Escrow Closing Date:

4.6.1 **Closing Funds.** All amounts required to be deposited into Escrow by Buyer under the terms of this Agreement to close the Escrow;

4.6.2 **Certificate of Grant Deed Acceptance.** The Certificate of Acceptance attached to the Grant Deed signed by Buyer in recordable form;

4.6.3 **Escrow Closing Statement.** The Buyer's Escrow Closing Statement signed by the authorized representative(s) of Buyer; and

4.6.4 Other Reasonable Items. Any other documents or funds required to be delivered by Buyer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not previously been delivered by Buyer.

4.7 Seller's Escrow Deposits. Seller shall deposit the following documents into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Buyer, at least one (1) Business Day prior to the Escrow Closing Date:

4.7.1 Grant Deed. The Grant Deed signed by the authorized representative(s) of Seller in recordable form;

4.7.2 Escrow Closing Statement. The Seller's Escrow Closing Statement signed by the authorized representative(s) of Seller;

4.7.3 FIRPTA Affidavit. A FIRPTA affidavit signed by the authorized representative(s) of Seller, in the form used by the Escrow Agent;

4.7.4 Form 593. A Form 593 signed by the authorized representative(s) of Seller;
and

4.7.5 Other Reasonable Items. Any other documents or funds required to be delivered by Seller under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not been previously delivered by Seller.

4.8 Closing Procedure. When each of Buyer's Escrow deposits, as set forth in Section 4.6 of this Agreement, and each of Seller's Escrow deposits as set forth in Section 4.7 of this Agreement, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 4.4 and 4.5, respectively, are satisfied or waived. Upon Escrow Agent's receipt of written confirmation from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

4.8.1 Recording and Distribution of Documents. Escrow Agent shall cause the following documents to be filed with the Recorder of the County for recording in the official records of the County regarding the Property in the following order of priority at Close of Escrow: (a) the Grant Deed; and (b) any other documents to be recorded regarding the Property through the Escrow upon the joint instructions of the Parties. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording with in the official records of the County through the Escrow to Seller, Buyer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording by Escrow Agent pursuant to this Agreement shall show all recording information. The Parties intend and agree that this Section 4.8.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior to junior interests, in the order provided in this Section 4.8.1;

4.8.2 **Funds.** Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by Seller and Buyer, respectively;

4.8.3 **FIRPTA Affidavit.** File the FIRPTA Affidavit with the United States Internal Revenue Service;

4.8.4 **Form 593.** File the Form 593 with the California Franchise Tax Board; and

4.8.5 **Title Policy.** Obtain from the Title Company and deliver to Buyer the Buyer Title Policy issued by the Title Company, with a copy delivered to Seller.

4.9 **Close of Escrow.** The Close of Escrow shall occur on or before the Escrow Closing Date. The City Manager in his or her sole and absolute discretion, acting on behalf of the Seller, is authorized to agree to one or more extensions of the Escrow Closing Date on behalf of Seller up to a maximum time period extension of sixty (60) days in the aggregate outside Escrow Closing Date set forth in Section 1.1.26. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Escrow Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed pursuant to Section 4.13 of this Agreement. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement pursuant to this Section 4.9, if the Escrow does not close on or before the Escrow Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 4.9 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

4.10 **Escrow Costs.** Escrow Agent shall Notify Buyer and Seller of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to both Seller and Buyer at least four (4) Business Days prior to the Escrow Closing Date. Each Party shall pay its own costs and expenses arising in connection with the Close of Escrow (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs ("**Closing Costs**"), which shall be allocated between the Parties as follows:

- (a) Escrow Agent charges for the conduct of the Escrow shall be paid by Buyer;
- (b) The cost of the Buyer Title Policy attributable to the standard coverage portion shall be paid by Buyer;
- (c) The cost of the Buyer Title Policy attributable to the extended coverage portion or any additional coverage and any endorsements shall be paid by Buyer;
- (d) The cost of any and all State, County, or City documentary stamps or transfer taxes regarding the conveyance of the Property through the Escrow shall be paid by Buyer;
- (e) The cost of any recording fees in connection with the recording of any

documents in the official records of the County for the Close of Escrow and any and all other charges, fees, and taxes levied by each and every Government relative to the conveyance of the Property through Escrow shall be paid by Buyer;

(f) Ad valorem taxes and assessments, if any, upon the Property, prior to the conveyance of title of the Property to Buyer shall be paid by Seller, and after the conveyance of title of the Property to Buyer shall be paid by Buyer consistent with Section 4.11 of this Agreement; and

(g) All other closing fees and costs shall be charged to and paid by Buyer in accordance with customary practices in the County. The Buyer shall not be responsible for any closing fees or costs in excess of \$2,000. The City shall pay for closing costs or fees in excess of \$2,000.

4.11 Allocation of Taxes. Real Estate Taxes relating to the Property, if any, shall be prorated between Seller and Buyer as of Midnight on the date prior to the Close of Escrow.

4.12 Escrow Cancellation Charges. If the Escrow fails to close due to Seller's Default under this Agreement, Seller shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Buyer's Default under this Agreement, Buyer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. Except as set forth in Section 3.3., above, if the Escrow fails to close for any reason other than the Default of either Buyer or Seller, Buyer and Seller shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

4.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

4.13.1 **Cancellation Instructions.** The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent;

4.13.2 **Return of Funds and Documents.** Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Agent (if any) or within twenty (20) calendar days following Notice of termination, whichever is earlier: (a) Buyer or Escrow Agent shall return to Seller all documents previously delivered by Seller to Buyer or Escrow Agent, respectively, regarding the Property or the Escrow; (b) Seller or Escrow Agent shall return to Buyer all documents previously delivered by Buyer to Seller or Escrow Agent, respectively, regarding the Property or the Escrow; (c) Escrow Agent shall, unless otherwise expressly provided in this Agreement, return to Buyer all funds deposited in Escrow by Buyer, less Buyer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Sections 3.3 and 4.12 of this Agreement; and (d) Escrow Agent shall, unless otherwise provided in this Agreement, return to Seller all funds deposited in Escrow by Seller, less Seller's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 4.12 of this Agreement.

4.14 **Report to IRS.** After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with the Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both Seller and Buyer.

4.15 **Condemnation.** If any material portion of the Property, or any interest in any portion of the Property, is taken by condemnation prior to the Close of Escrow by any condemning authority other than Seller, including, without limitation, the filing of any notice of intended condemnation or proceedings in the nature of eminent domain, commenced by any governmental authority, other than Seller, Seller shall immediately give Buyer Notice of such occurrence, and Buyer shall have the option, exercisable within ten (10) Business Days after receipt of such Notice from Seller, to either: (i) terminate this Agreement; or (ii) continue with this Agreement in accordance with its terms, in which event Seller shall assign to Buyer any right of Seller to receive any condemnation award attributable to the Property.

5. **REMEDIES AND INDEMNITY**

5.1 **BUYER'S RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES.**

5.1.1 **ELECTION OF REMEDIES.** DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY SELLER UNDER THIS AGREEMENT PRIOR TO THE CLOSING, BUYER SHALL BE ENTITLED TO THE FOLLOWING REMEDIES: (1) AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT AND A RIGHT TO COLLECT ANY DIRECT DAMAGES; OR (2) TERMINATION OF THIS AGREEMENT AND AN ACTION TO RECOVER THE DEPOSIT AND ANY DIRECT DAMAGES SUCH AS COSTS IN NEGOTIATING AND PERFORMING WITH RESPECT TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER UNDER THIS AGREEMENT FOR ANY AMOUNT EXCEEDING THE AMOUNT SET FORTH IN THIS SECTION 5.1.1, ANY SPECULATIVE, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFITS SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY BUYER.

5.1.2 **WAIVER OF RIGHTS.** SELLER AND BUYER EACH ACKNOWLEDGE AND AGREE THAT SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF SELLER WERE TO BE LIABLE TO BUYER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, OTHER THAN SPECIFIC PERFORMANCE OF THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE AMOUNT SPECIFIED IN SECTION 5.1.1 OF THIS AGREEMENT. ACCORDINGLY, SELLER AND BUYER AGREE THAT THE REMEDIES SPECIFICALLY PROVIDED FOR IN SECTION 5.1.1 OF THIS AGREEMENT ARE REASONABLE AND SHALL BE BUYER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER.

BUYER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES AGAINST SELLER ARISING FROM OR RELATING TO THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY PROVIDED IN SECTION 5.1.1 OF THIS AGREEMENT.

5.1.3 CALIFORNIA CIVIL CODE SECTION 1542 WAIVER. BUYER ACKNOWLEDGES THE PROTECTIONS OF CALIFORNIA CIVIL CODE SECTION 1542 REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5.1.4 ACKNOWLEDGMENT. BY INITIALING BELOW, BUYER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT SOLELY REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1.



Initials of Authorized
Buyer representative(s)

5.1.5 STATEMENT OF INTENT. CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF BUYER TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN THIS SECTION 5.1, AND BUYER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST SELLER FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.1, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO BUYER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

5.2 LIQUIDATED DAMAGES TO SELLER. IF THE CLOSE OF ESCROW DOES NOT OCCUR ON OR BEFORE THE ESCROW CLOSING DATE DUE TO BUYER'S DEFAULT, THEN SELLER SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE AMOUNT OF THE DEPOSIT IS THE REASONABLE ESTIMATE BY THE PARTIES OF THE DAMAGES SELLER WOULD SUFFER FROM SUCH DEFAULT, IT BEING AGREED THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE AND IMPRACTICABLE, TO FIX THE EXACT AMOUNT OF DAMAGE THAT WOULD BE INCURRED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER. UPON SUCH A DEFAULT BY BUYER, ESCROW SHALL BE CANCELED AND THE PARTIES SHALL PROCEED IN ACCORDANCE WITH SECTION 4.12 OF THIS AGREEMENT. IN ADDITION, IF ALL OR ANY PORTION OF THE DEPOSIT HAS BEEN DEPOSITED INTO ESCROW BY BUYER, ESCROW AGENT IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS

LIQUIDATED DAMAGES FOR BUYER'S DEFAULT UNDER THIS AGREEMENT AND FAILURE TO COMPLETE THE PURCHASE OF THE PREMISES, PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, *ET. SEQ.*

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Section 5.1 or Section 5.2 of this Agreement, as applicable.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

6. GENERAL PROVISIONS

6.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

6.2 Notices, Demands and Communications Between the Parties.

6.2.1 **Delivery.** Any and all Notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) delivery service (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated below in Section 6.2.2. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 6.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight delivery service or three (3) calendar days after the Notice is placed in the United States mail in accordance with this Section 6.2. Any attorney representing a Party may give any Notice on behalf of such Party.

6.2.2 **Addresses.** The Notice addresses for the Parties, as of the Effective Date of this Agreement, are as follows:

To Buyer: Betty Winona McLintock Revocable Trust
2038 Euclid Avenue
National City, California 91950

To Seller: City of National City
1243 National City Boulevard
National City, California 91950
Attention: City Manager

With a Copy to: Angil Morris-Jones, City Attorney
 City of National City
 1243 National City Boulevard
 National City, California 91950

6.3 Relationship of Parties. The Parties each intend and agree that Seller and Buyer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture or similar business arrangement, relationship or association between them.

6.4 Warranty Against Payment of Consideration for Agreement. Buyer represents and warrants to Seller that: (a) Buyer has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Buyer and Third Persons to whom fees are paid for professional services related to the documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Buyer or any of Buyer's agents, employees or representatives to any elected or appointed official or employee of the Seller in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 6.4 shall entitle Seller to terminate this Agreement and cancel the Escrow (if open) upon seven (7) calendar days Notice to Buyer and, if the Escrow is open, to Escrow Agent. Upon any such termination of this Agreement, Buyer shall immediately refund any payments made to or on behalf of Buyer by Seller pursuant to this Agreement or otherwise related to the Property, any Approval or any CEQA Document, prior to the date of such termination.

6.5 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

6.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal or other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words "without limitation". Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)", except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and". Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

6.7 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles or statutes. The Parties acknowledge and agree that this Agreement is entered into, is to be

fully performed in and relates to real property located in the County of San Diego, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

6.8 Unavoidable Delay; Extension of Time of Performance.

6.8.1 Notice. Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay, performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within three (3) calendar days after such Party knows of any such Unavoidable Delay; and (b) within three (3) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time. The extension of time for performance under this Agreement resulting from the occurrence of an Unavoidable Delay shall commence on the date of occurrence of the condition causing the Unavoidable Delay and shall, except for a legal action described in Section 6.12 of this Agreement, in no event be longer than ninety (90) calendar days after written Notice is received by a Party from the other Party of the occurrence of such an Unavoidable Delay.

6.8.2 Assumption of Economic Risks. EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

Initials of Authorized
Seller Representative(s)



Initials of Buyer

6.9 Tax Consequences. Buyer acknowledges and agrees that Buyer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Buyer related to this Agreement.

6.10 Real Estate Commissions.

6.10.1 **Seller Warranty.** Seller: (a) represents and warrants that Seller did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Seller; and (b) shall Indemnify Buyer against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.1.

6.10.2 **Buyer Warranty.** Buyer: (a) represents and warrants that Buyer did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Buyer; and (b) shall Indemnify Seller against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.2.

6.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

6.12 Buyer Assumption of Risks of Legal Challenges. Buyer assumes the risk of delays or damages that may result to Buyer from each and every Third Person legal action related to Seller's approval of this Agreement or any associated Approvals, even in the event that an error, omission or abuse of discretion by Seller is determined to have occurred. If a Third Person files a legal action regarding Seller's approval of this Agreement or any associated Approvals (exclusive of legal actions alleging violation of Government Code Section 1090 by officials of Seller), Buyer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 4.13 of this Agreement; or (b) Indemnify Seller against such Third Person legal action, including all Legal Costs, monetary awards, sanctions and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section 6.12 shall only be available to Buyer prior to the Close of Escrow. Should Buyer fail to Notify Seller of Buyer's election pursuant to this Section 6.12 at least fifteen (15) calendar days before response to the legal action is required by Seller, prior to the Close of Escrow, Buyer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 6.12 and, following the Close of Escrow, Buyer shall be deemed to have elected to Indemnify Seller against such Third Person legal action pursuant to this Section 6.12, all without further Notice to or action by either Party. Seller shall reasonably cooperate with Buyer in defense of Seller in any legal action subject to this Section 6.12, subject to Buyer completely performing Buyer's indemnity obligations for such legal action. Should Buyer elect or be deemed to elect to Indemnify Seller regarding a legal action subject to this Section 6.12, but fail to or stop providing such indemnification of Seller, then Seller shall have the right to terminate this Agreement or cancel the Escrow (or both) by Notice to Buyer and, if the Escrow is open, to the Escrow Agent. Nothing contained in this Section 6.12 is intended to be nor shall be deemed or construed to be an express or implied admission that Seller may be liable to Buyer or any Person for damages or other

relief regarding an alleged or established failure of Seller to comply with the law. Any legal action that is subject to this Section 6.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

6.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.14 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

6.15 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all prior or contemporaneous negotiations or previous agreements between the Parties, whether written or oral, with respect to all or any portion of the Property.

6.16 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both Seller and Buyer.

6.17 No Implied Waiver. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

6.18 City Manager Implementation. Seller shall implement this Agreement through the City Manager, acting on behalf of the Seller. The City Manager or his/her designee is hereby authorized by Seller to enter into agreements and sign documents referenced in this Agreement or reasonably required to implement this Agreement on behalf of Seller, to issue approvals, interpretations or waivers, and to enter into certain amendments to this Agreement on behalf of Seller, to the extent that any such action(s) does/do not increase the monetary obligations of Seller. All other actions shall require the consideration and approval of the Seller's governing body, unless expressly provided otherwise by action of the Seller's governing body. Nothing in this Section 6.18 shall restrict the submission to the Seller's governing body of any matter within the City Manager's authority under this Section 6.18, in the City Manager's sole and absolute discretion, to obtain the Seller's governing body's express and specific authorization on such matter. The specific intent of this Section 6.18 is to authorize certain actions on behalf of Seller by the City Manager, but not to require that such actions be taken by the City Manager including, without limitation, any extension(s) granted pursuant to Section 4.9 of this Agreement, without consideration by Seller's governing body.

6.19 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between

the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution, indemnity or limitations on damages or remedies shall survive any expiration or termination of this Agreement.

6.20 Counterparts. This Agreement shall be signed in three (3) triplicate originals, each of which is deemed to be an original.

6.21 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic mail shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

**SIGNATURES TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW
INSTRUCTIONS**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follows:

“SELLER”

“BUYER”

CITY OF NATIONAL CITY, a California
municipal corporation

Betty Winona McLintock Revocable Trust

By: _____
Name: Brad Raulston
Title: City Manager

By: 
Name: ANDREW DONALD MCLINTOCK
TRUSTEE

ATTEST:

By: _____
Name: Michael Dalla
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

EXHIBIT "A"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Property Legal Description

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

The easterly 10 feet of the westerly 40 feet of the easterly half of the westerly half of the southerly 50 feet of the northerly 100 feet of the southerly half of 10 acre Lot 3 of Quarter Section 153, in the City of National City, County of San Diego, State of California according to the map thereof Map 166, recorded in the Office of the San Diego County Recorded on May 11, 1869.

EXHIBIT "B"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Grant Deed

[behind this page]

APPRAISAL REPORT - SINGLE FAMILY RESIDENTIAL (Before and After Lot Expansion)

Client City of National City
 Client Contact 1243 National City Blvd
 National City, CA 91950

Appraiser George Hatch License No. AG006455 License Expires 03/2017
 Appraiser Contact 2588 El Camino Real #F-305 Phone 760.434.9950
 Carlsbad, CA 92008 Ghatchappraisals @ hotmail.com

Property Address 1837 A Street Map Reference 1309/H2
 City National City County San Diego State CA Zip Code 91950
 Property Rights Fee Simple Census Tract .0116.01
 Property Owner Betty McIntock Revoc. Trust APN 560-210-17
 Property Use Single Family Residence As Appraised Single Family Residence Addition APN 560-210-44(Por)

Legal Description:
 (1837 A Street) Portion of Lot 3, 1/4 SEC 153 of Rancho de La Nacion, located in the city of National City, County of San Diego, State of California, According to Map Thereof No. 166, filed in the Office of the County Recorder for San Diego County. (Addition Parcel, currently owned by the City of National City); Street Closed in West Half of Lot 3, 1/4 SEC 153 of Rancho de La Nacion, located in the city of National City, County of San Diego, State of California, According to Map Thereof No. 166, filed in the Office of the County Recorder for San Diego County. (See Title Report. The proposed addition consists of the middle 50ft of this parcel)

ADDITIONAL ASSIGNMENT ELEMENTS

Intended Users The Intended Users are limited to the Client noted above. No other intended users are identified or assumed.
 Intended Uses The Intended Use is for mortgage underwriting decisions. No other intended uses are identified or assumed.
 Type of Value Market Value
 Hypothetical Conditions 1837 A Street is appraised both with and without the proposed lot addition from the additional parcel. The value "with lot expansion" is appraised subject to the use of a hypothetical condition, namely, what would the property be worth with the additional lot area. By contrast, the value "without lot expansion" represents the as is value of the property.
 Extraordinary Assumptions The appraisal is made based on an exterior-only inspection and assumes that the living area size and overall quality/condition of the home are generally consistent with the conditions observed for the interior.
 3 Yr Assignment History No prior services rendered in conjunction with this property within the previous 3 years.

Other Assignment Conditions applicable to this assignment; includes written appraisal policies, guidelines, or other instructions identified at the time of engagement.
 The assignment involves the question of what the contributory value to 1837 A Street is if the parcel is expanded with the portion of the City's lot (560-210-44) that lies directly in front of it, subject to a lot line adjustment by the city. Inasmuch as there is no sales data involving 500sf parcels the next best way to measure the contributory value of the city's lot segment to this property is to value the property both with the larger lot (Subject to" the lot expansion) vs the value of the property with its existing lot dimensions("As Is" Value).
 The use of this hypothetical condition for the "subject to expansion" valuation scenario is dependent on completion of a proposed lot expansion per specifications.
 Likewise, the use of the assumption about the interior quality/condition of the home is also dependent on those assumptions being essentially correct. If this assumption proves incorrect it would likely have an effect on my value conclusions.
 The standard assumptions and limiting conditions are noted in the attached addendum. No other assumptions or hypothetical conditions are noted. No additional instructions were communicated or assumed.

SALIENT CONCLUSIONS

Existing use	Residential Duplex	Property Rights Appraised	Fee Simple
Highest Best Use	Existing Use	Estimated Exposure Time	3-4 Months
Year Built	1950s		
Gross Living Area	1,838	Market Value "As Is" Without Lot Expansion	\$350,000
Existing Site Size	6,150	Market Value "Subject to" the Lot Expansion	\$350,000

NEIGHBORHOOD ANALYSIS

Uses	Use	Supply	Vac %	Location	Suburban Transition Neighborhood	
Single Family	30%	Balanced	0	Development Trend	Stable	
Multi-Family	50%	Balanced	0-5	Value Trend	Stable	
Office	0%	Balanced	--	Vacancy Trend	Stable	
Retail	20%	Balanced	10	Distance - Schools	3 Blk East	Otis Elementary School
Industrial	0%	Balanced	--	Distance - Services	10 Blk East	Highland Ave
Vacant	0%	Balanced	--	Distance - CBD	10 Blk North	8th Ave / National City Blvd
Built Up	100%			Distance - Freeway	8 Blk West	Interstate-5

Neighborhood Boundaries:

The subject's neighborhood boundaries include: the National city commercial corridor south of the Civic Center to 30th Street.

Analysis / Comments:

The subject's immediate neighborhood consists of the National City Mile Of Cars commercial corridor which includes National City Blvd and portions of A Ave south to 30th Street. This is a transition neighborhood that includes the commercial uses fronting National City Blvd as well as the mix of residential and commercial uses fronting A Street; and is distinctly different from the industrial neighborhood located to the west of National City Blvd. The residential uses in this immediate neighborhood consist of a combination of older single family homes and 2-4s, mostly built prior to 1970. The non-residential uses consist mostly of auto sales and related uses, including open storage yards, auto service, etc.

Market Segment Analysis:

The subject's market segment is identified as extending throughout the s/western National City area and consisting of other single family residences 50-80 year age range. The general market conditions for this market segment demonstrate peak pricing from 2005-2006 followed by a significant decline in pricing between 2009-2012, and then steady value increases to present. So far, 2016 pricing is still lower than that of the prior peak in 2005. There remains a very small amount of foreclosure and short sale activity within this neighborhood, but those sales are no longer sufficient in numbers to be of significant effect on the pricing of the more typical arms' length sales. Typical exposure times among all closed sales in this area has ranged from about 1-2 months depending on pricing, indicating strong demand at these prices.

SITE ANALYSIS (EXISTING PARCEL 560-210-17)

Site size	6,150	SqFt	Topography	Level Terrace	
Dimensions	50 X 123		Elevation	<100ft above Sea Level	
Utilities	Improvements:		Lot Characteristics		
Electricity	Connected	Maintenance	Public	Lot Shape	Rectangular
Gas	Connected	Street Width	60 Feet	View Amenity	None
Water	Connected	Street Paving	Asphalt	Lot Utility	100% Usable
Sewer	Connected	Sidewalks	Concrete	Street Access	Direct to public street
Phone	Connected	Curbs/Gutters	Concrete	Easements	Relies on Dominant Easement for Access
Well	N/A	Storm Sewers	Concrete	Encroachments	None Noted
Septic System	N/A	Lighting	Public		
Current Zoning	RM-2 High Density Multi-Unit Residential		Drainage	Appears Adequate	
Allowable Uses	Allows for 24-48 units per Acre		FEMA Flood Zone	Zone X Not in a Flood Hazard Zone	
Impr. Status	Legal Conforming		Panel No. / Date	060293-1911G Eff 05/2012	

Analysis / Comments:

Title and soils reports were not reviewed. The subject site as it currently exists is located on the east side of A Avenue, about 360ft north of 19th Street. A Ave is a residential street that ends ~50ft to the north of the subject site. This site currently relies on an easement across a 10-ft wide parcel for access onto A Ave, the parcel for which belongs to the city.

Under the existing zoning the 1837 A Ave parcel is of sufficient size to support the development of 3 residential units, based on the midpoint density of the zoning, which amounts to 1900sf per unit.

The City's lot segment that is proposed to be added to the 1837 A Ave site is the middle 50ft of a 165ft x 10ft sliver that fronts the subject site as well as the adjacent parcels to the north and south. The City's lot is of insufficient size to develop independently and has market value only to the extent that it can be added to the adjacent parcels. For the most part the only buyers for the 3 lot segments are the property owners of the adjacent parcels for which they are already providing these access easements.

The purpose of this appraisal is to answer the question of what the value is of that 10' x 50' parcel if added directly to the subject site. In order to add this lot segment to the subject site it would either take a lot split and lot line adjustment, or some other means of conveyance such as selling it as a condominium or a leasehold; the means of which are to be determined later.

IMPROVEMENTS ANALYSIS (EXTERIOR INSPECTION ONLY)

Property Type	Residential Duplex		Constr. Type	Frame/Stucco		Year Built	1950s
Exist/Proposed	Existing		Att/Detached	Detached		Effective Age	30
EXTERIOR	<u>Materials</u>	<u>Obs. Condition</u>	Other Features			Unit Mix	
Foundation	Raised Perimeter	Average	Garage	None	--	1bd Units	0
Attic	Scuttle	--	Parking	Concrete	Average	2bd Units	2
Basement	None	--	Driveway	Concrete	Average	3bd Units	0
Frame	Wood	--	Landscaping	Lawn/Planters	Average	Rentable Rms	8
Roof Truss	Wood	--	Fencing	Chain Link	Average	Avg Unit Size	914 sf
Roof Cover	Built Up	Average	Above Grade Living Area (GLA)				
Exterior Walls	Stucco	Average	Public Records	1,828 sf			
Windows	Aluminum Sldrs	Average	As Measured	N/A			
Exterior Doors	Wood solid core	Average					

Inspection Comments:

Due to the assignment conditions I was unable to physically inspect the subject interiors and was only able to observe the existing improvements from the street. This appraisal is based on the assumption that the living area as reported in public records is significantly correct and that the unit interior quality and condition are significantly similar to the conditions observed for the exterior. In the event that these assumptions prove incorrect it may affect my opinions and conclusions.

Improvements Comments:

The subject improvements are reported as being built in 1980 however the raised foundation + exterior designs are more consistent with other duplex properties in National City and Chula Vista that were built in the late 1950s. Other site improvements are limited to the chain link fencing, landscaped rear yard and planters and the concrete parking area in front of the main structure, which has room for 4 parking spaces.

Physical Depreciation, External or Functional Obsolescence:

Based on the inspection/observation protocols typically used for real property valuation, there are no undue physical deficiencies or functional obsolescence or external obsolescence noted. The subject's attributes are considered functional and serviceable within the context of its market segment. Although it appears these units have been updated in the past some of the trim is ready for repainting. It is assumed that the interiors of these units are in average/serviceable condition.

Additional Development Potential

The main improvements are oriented on the site with ~5'-7' of setback on each side, and ~42ft from the western lot line (fronting the street). Development standards for the RM-1 zoning allow for an additional residential unit onsite but require a 20ft setback from the street. Although probably not economically feasible, it might be possible to add a 3rd unit over the existing structure except that with only the existing driveway easement there would be no way to provide the requisite onsite parking for the additional unit unless the driveway easement was expanded to basically make the entire frontage of the parcel directly accessible from the street.

Adding the City's segment to this parcel would effectively enable the usage of the entire frontage to the street, as well as expanding the front setback to the existing structure to 52ft. So while having 500ft more lot area wouldn't affect the permissibility of a 3rd unit onsite, having the use of the entire 10ft of additional frontage to this site would more readily enable construction of another structure (apartment over carport or garage). Note that this only extends to what's physically possible, not what's economically feasible or what's most likely in the market.

PROPERTY TAX ASSESSMENT 2016

Assessor Parcel No.	Land	Building	Total	Current Taxes	Forecasted
560-210-17	\$38,702	\$86,144	\$124,846	\$1,830.48	\$1,867.09

This site is not reported to be subject to special assessments. Under current property tax laws the potential for increases in property tax assessments amounts to 1% of full market value plus tax indebtedness, capped at a maximum inflation rate of no more than 2%/year. In the event of a closed sale or transfer the property is subject to be reassessed based on the market value at the time of assessment.

HIGHEST AND BEST USE ANALYSIS

The process of Highest and Best Use analysis involves consideration of the subject's attributes within the context of 4 criteria: those uses which are legally permissible, physically possible, financially feasible, and lastly maximally profitable. The process is designed to start with all possible uses and using the process of elimination, narrow those uses down to the one or two uses that can be considered both practical and profitable given the subject's attributes.

LEGALLY PERMISSIBLE USES:

The current zoning of RM-2 High Density Multi-Unit Residential allows for high density residential use of this site. Maximum density for single use development is 48 units/acre, maximum building heights are 65 feet and the maximum Floor Area Ratio is 75%. Residential parking requirements apply.

PHYSICALLY POSSIBLE USES:

The subject site is an interior parcel of 6,150 sf and the city is considering expanding this site to 6650 sf. The fronts a residential street and there is no alley access. Site dimensions include 50ft of frontage. The site has adequate exposure and access for those uses that would be legally permitted under the current zoning. All available utilities appear to be readily available to the site. Site topography includes a level terrace at street grade and lot utility is still rated at or near 100%. Considering these physical attributes, the legal uses that could be built on this site include: multi-story residential development of up to 6 units under the 6150 sf size and up to 7 units under the 6650 sf size.

FINANCIALLY FEASIBLE USES:

This category includes consideration of those uses that have potential to add any value above and beyond the site value as vacant. Considering the supply and demand factors present in this area would seem to rule out most of the remaining uses, leaving only multi-family residential uses of high density, up to 4 townhome units and sharing a common driveway along the side for this site. This would amount to an effective density of 1 unit per 1537sf at the existing size and 1 unit per 1662sf at the larger site size. Based on the maximum FAR of 75% the main difference between the two site sizes would be to increase the average unit size from 1153sf for the existing site size to 1246sf at the larger site size. That 90sf in larger unit size would add only marginally to the retail prices of the finished units, by perhaps as much as \$10,000 per unit in the price ranges applicable for such units in the National City markets.

Even though the higher densities are legally permissible their unit sizes would decrease and their construction costs would significantly increase as a result of building common parking garages instead of adding the more valuable private garages to the ground level of each unit as is the dominant form of condo development in this area. In addition what's feasible for the site as vacant, the existing use is obviously economically feasible for the site in its as is condition.

MOST PROFITABLE USE:

This category narrows down any remaining feasible alternatives to the one option that can reasonably be considered the most profitable within the context of the current market conditions. Of the above uses that qualify legally, physically and financially, the current supply and demand factors rule out all uses other than the existing use of this site in its as is condition. Even though a 4-unit project would be economically feasible if the site were vacant, the existing use is worth more than the underlying site value - this is what makes the existing use the highest/best use for the site in its as is condition.

Since the definition of Market Value used for this appraisal can only be adequately met if that property is valued according to its highest and best use, the remainder of this appraisal is based on the above conclusion

Highest and Best Use: Existing use as 2-unit residential

APPRAISAL METHODOLOGY

Having established that the subject site in its current condition is worth more in the existing use than for site value, the next step of the assignment is to value the 2-units, both with the existing lot size as well as the proposed larger lot size.

A site value analysis is included in this report to support the conclusions of the highest/best use analysis.

Given the nature of the assignment along with the high incidence of owner-occupancy for 2-unit residential properties in the area, the dominant form of valuation for such properties in the Sales Comparison. Although an Income Approach (via Gross Rent Multiplier) can be readily developed that is not the dominant form of valuation for such properties and it really doesn't matter to most buyers what the GRM is when compared to the results of the Sales Comparison.

The sales data are analyzed based on their most relevant characteristics and using the dominant unit of comparison normally used by the typical buyers and sellers for that property type. The dominant unit of comparison for 2-unit residential properties is either the sales price itself or the price/room indicator; the latter generally yielding a more consistent analysis.

SITE SALES DATA (EXISTING CONFIGURATION)

	Subject	Site #1	Site #2	Site #3
Address	1837 A Street	420 W 21st Street	2501 E 18th Street	2752 E 18th Street
APN	560-210-17	559-125-16	558-190-11+12	558-250-35
Sale Date / Doc#		3/19/2016 85646	10/2/2015 520149	5/1/2014 176124
Sale Price	\$ --	\$182,000 \$36,400	\$270,000 \$30,000	\$215,000 \$30,714
Price/sf Lot Area		\$31.65	\$18.29	\$20.31
Market Conditions	Eff 03/2016	Current	Current	Current
Location	@ 18th St	@ Harding	E of Orange	@ Granger
Site Area	6,150 (6,650)	5,750	14,764	10,584
View	None	None	None	None
Topography	Level	Terrace	Level	Level
Lot Utility	100%	100%	100%	100%
Zoning	RM-2 48/Ac	MCR-2	MXC-1 48/Ac	MXC-1 48/Ac
Max. No of Units	6 Units (7 Un)	8 Units	16	11
Probable density	4 Units (4 Un)	5 Units	9 Units	7 Units
Unit Size @ Probable	1153sf (1247sf)	1150sf	1230sf	1134 sf
Structural Impr.	Duplex	None	None	SFR + Retail
Total Adjustments	--	0	0	0
Adjusted Price	\$ --	\$ 36,400	\$ 30,000	\$ 30,714

Analysis/Comments:

The above site sales data are considered to be the most recent and similar site sales data available at the time of this appraisal. Although each have higher maximums, they're valued based on the more probable development scenarios that include surface level parking garages for each unit and requiring about 1500sf of lot area per unit.

Site #1 - 420 W 21st Street; this property is located in the city's Westside Specific Plan in the Transit Oriented Development District, so the maximum allowable density is relatively close to that of the subject site. This is a corner parcel located 1/2 block east of the transit station and is improved with an older existing home that was reported in poor condition.

Site #2 - 2501 E 18th Street; This is a 2-lot assemblage located on the north side of 18th Street midblock between Euclid Ave (W) and Lanoitan Ave (E). The site was formerly improved with 2 old houses but those were removed prior to 2014. The parcel is zoned MXC-1, which allows for up to 16 units on this parcel.

Site #3 - 2752 E 18th Street; This parcel is located on the s/west corner of 18th/Granger. It was improved with an old house and an old restaurant but both structures have since been removed. The property was marketed and purchased for redevelopment. The zoning allows for mixed use or medium density multi-family, so this sale is given secondary weight overall.

On a price per unit basis, the effect of adding 500sf more usable lot area very slightly increases the finished unit sizes (because 6150sf * .75 FAR is a little less than 6650sf * .75 FAR), but only enough to warrant ranking the subject's value a little closer to the sales that have similar potential unit sizes. If a finished unit sells for \$10,000 because it's 100sf larger, then the "finished lot value" after developing a condo map might comprise 25% of the \$10k increase and the raw land value before developing the condo map might be half of that.

In the above analysis, Sites #2 and #3 are a little more dated as land sales go, but they have more similar zoning and unit sizes. Site #1 has an existing SFR onsite and is located across the street from the Transit center so that location can be considered a little superior.

It should be noted that if the subject and the comparables are valued based on their maximum densities without regard for the feasibility of such development their price/unit indicators yield the same or a very similar value conclusions for the subject. In other words, if the per-unit values at maximum density indicate to \$20,000/unit x 6 for the subject, then the probable density indicator of \$30,000/unit x 4 units = \$120,000, too.

	Probable Yield	Price/Unit	Value as Land
Valued at existing site size (6,150sf)	4 Units	\$30,000	<u>\$120,000</u>
Valued at proposed site size (6,650sf)	4 Units	\$31,500	<u>\$126,000</u>

SALES COMPARISON APPROACH												
	Subject			Sale #1			Sale #2			Sale #3		
Address	1837 A Street			1901 D Ave			1330 E 6th Street 557-092-04			1304 Scott Drive		
APN	560-210-17			560-231-06						551-490-13		
Site Area	6,150 (6,650)			4,600			6,300			6,106		
Bldg Area	1,828			1,830			1,422			1,218		
Year Built	1950s			1962			1958			1948		
Quality	Average			Average			Average			Average		
Condition	Average			Average			Good Remodeled			Average		
Parking	Open Spaces			Open Spaces			Carport Spaces			Open Spaces		
No of Units	2			2			2			2		
No of Rooms	8			8			8			8		
Average Unit size	914			915			711			609		
Unit Mix	Type	No	Rooms	Type	No	Rooms	Type	No	Rooms	Type	No	Rooms
	1bd Units			1bd Units			1bd Units			1bd Units		
	2bd Units	2	8	2bd Units	2	8	2bd Units	2	8	2bd Units	2	8
	3Bd Units			3Bd Units			3Bd Units			3Bd Units		0
	Total	2	8	Total	2	8	Total	2	8	Total	2	8
Sale Date	eff 03/2016			10/21/2015			03/24/2016			07/24/2015		
Sale Price	--			\$350,000			\$325,000			\$313,000		
Property rights	Fee Simple			Fee Simple			Fee Simple			Fee Simple		
Financing	N/A			\$262,500			No 1st Rec'd			No 1st		
Conditions of Sale	N/A			Market Sale			Market Sale			Market Sale		
Excess Land	None			None			None			None		
Adj. Sale Price	--			\$350,000			\$325,000			\$313,000		
Price/Unit	--			\$175,000			\$162,500			\$156,500		
Price/Room	--			\$43,750			\$40,625			\$39,125		
Price/SF	--			\$191.26			\$228.55			\$256.98		
Market Rent/Mo	\$2,600			\$2,600			\$2,450			\$2,400		
Gross Inc. Multiplier	--			134.62			132.65			130.42		

Analysis/Comments:

The subject property consists of a 2-unit residential duplex, located on the south end of town. Quality and condition of the interior are assumed Average. The above rentals include another duplex located around the corner from the subject and with a similar design and unit mix. S#1 is considered the most similar and is given the greatest weight. The other two sales feature smaller units but are generating comparable rents nonetheless, so that demonstrates that neither site size nor even unit size are of significant effect on the overall value as an existing duplex.

Price/Room Indicator	Price	Rooms	= Value	SALES COMPARISON
Valued at existing site size (6,150sf)	\$44,000	8	\$352,000	<u>\$350,000</u>
Valued at proposed site size (6,650sf)	\$44,000	8	\$352,000	<u>\$350,000</u>

RECONCILIATION AND FINAL VALUE CONCLUSIONS

	Existing lot @ 6,150 sf	As Proposed at 6,650 sf
Underlying Site Value	\$120,000	\$124,000
Value as Improved with Duplex	\$350,000	\$350,000

The extent of the development and reporting of this appraisal assignment are intended to meet or exceed the needs of the intended users of this report within the context of the intended use as communicated to the appraiser.

The subject of this appraisal is the existing duplex as 1837 A Ave, the property being valued both with the existing lot size as well as with an expanded lot size as is proposed by the city and resulting from transfer of a 10 x 50 portion of a city-owned parcel that's located in front of the subject property.

The reason the property is analyzed for both the underlying site value as if vacant as well as in it's existing use as a residential duplex is to demonstrate that the existing use is still the highest and best use for the property in its as is condition, and to provide an indication of the possible effect on value the additional lot area would provide this site if/when it is redeveloped into multi-family, assuming development under the prevailing form as 2-story attached townhomes with private garages.

Given the nature of the subject property's existing use and the intended use of this appraisal, neither the Cost nor Income Approaches to value are developed in this appraisal. That's because these buyers aren't working off of the GRMs or off of cost, but are making their decisions via Sales Comparison.

The Sales Comparison Approach is the dominant approach to value within this market segment and is given greatest weight. There were adequate sales of sufficiently similar attributes for comparison, and after comparison they yielded a reasonably narrow range of value indicators. In addition to the sales data presented in this appraisal as being "most similar and proximate", there were also a number of other, less similar properties that were also analyzed during the course of this appraisal. These other sales data are retained in the workfile and also contributed to the Appraiser's opinion of value.

The opinion of Market Value expressed below is based on an estimated exposure time of 3-4 months, assuming adequate exposure to the market by competent brokerage. In this case, the estimated marketing time is considered to be equal to the estimated exposure time. Any attempts to market the property in less time or by using less than adequate exposure to the market would likely require significant discounting or concessions.

The subject property is appraised in its "As Proposed" condition (with the additional lot area deeded to the parcel) as well as it's "As Is" condition and configuration. The appraisal is based on the definition of value contained herein and within the context of the assumptions and limitations noted. Please note the Intended Use and Intended Users of this appraisal and appraisal report as identified on Page 1 of this appraisal report, as other uses or other users are not intended by the Appraiser. Any third parties not otherwise identified as an Intended User of this appraisal are strongly urged to seek a separate appraisal that is specific to their needs and requirements from a duly qualified appraiser.

FINAL VALUE CONCLUSION

Property Rights Appraised	Fee Simple	Effective Date of the Appraisal	3/10/2016
Definition of Value	Market Value		
Appraised Condition	"As Is" @ 6,150sf + "subject to" addition to equal 6,650 sf	Estimated Exposure time (Insurable Value)	3-4 Months Not Applicable

APPRAISED MARKET VALUE OF THE FEE SIMPLE INTEREST IS:

"As Is" Condition	"Subject To" Lot Expansion
Existing lot @ 6,150 sf	Enlarged Lot at 6,650 sf

\$350,000**\$350,000**

George Hatch #AG006455
Certified General Appraiser

Date of Report: 04/16/2016
Personal Inspection: Interior/Exterior

ASSIGNMENT ELEMENTS **DEFINITION OF MARKET VALUE**

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and Seller are typically motivated;
2. Both parties are well informed and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure on the open market;
4. Payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

[Source: Office of the Comptroller of the Currency, under 12CFR, part 34, Subpart C - Appraisals, 34.42 Definitions (f).]

 DEFINITION OF INSURABLE VALUE

1. The portion of the value of an asset or asset group that is acknowledged or recognized under the provisions of an applicable loss policy.
2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction costs less deterioration and non-insurable items. Sometimes cash value of market value but often entirely a cost concept.

[Source: Marshall Valuation Company of Los Angeles, Commercial Cost Guide]

DATA SOURCES USED IN APPRAISAL

Axciom, ReaList.Com, LoopNet.com, Sandicor MLS. Site zoning and requirements were obtained from the jurisdiction in which the subject site is located. Data verification is generally limited to cross checking databases. Personal verification is generally limited to those instances where the database information is considered less than reliable or incomplete. This level of research and verification are considered appropriate within the context of the intended users and intended use of this appraisal.

PHYSICAL INSPECTION OF IMPROVEMENTS

- Exterior Inspection (Only) Assumes interior quality/condition is consistent with that observed on the exterior, and assumes building area as reported is substantially accurate.
- Interior/Exterior Inspection, no physical measurements; assumes building area as reported is substantially accurate.
- Interior/Exterior Inspection, with physical measurements (see diagram). Note that the extent of the physical inspection process used for this appraisal is limited to the typical and normal observations of the readily visible areas, and are performed only to the extent necessary to develop the Appraiser's opinion of value. This inspection process should not be confused and is not intended to be a substitute for a technical inspection or survey process as would be used by a professional engineer or building inspector. Readers are strongly advised to seek their own inspections from such professionals if they desire a technical inspection.

COST APPROACH

- Not applicable to this assignment and not developed
- Considered applicable to this assignment and is included in this appraisal.

INCOME APPROACH

- Not applicable to this assignment and not developed
- Considered applicable to this assignment and is included in this appraisal.

SALES COMPARISON APPROACH

- Not applicable to this assignment and not developed
- Considered applicable to this assignment and is included in this appraisal.

Comment: The subject property is located within a market segment wherein there are adequate sales data of sufficiently similar attributes against which the subject can be compared. The dominant unit of comparison for this property type is the price/Unit, and adjustments are developed using a combination of comparison of the sales data to each other as well as against other, less directly comparable sales data in the area. The Appraiser acknowledges that personal judgment, resulting from numerous prior assignments involving similar properties in this region, is also used in the development of these adjustments. The subject is ranked among the comparables on a qualitative basis and the price/Unit indicator used in the value conclusion reflects that ranking.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal and appraisal report was prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). In addition to the assumptions and associated limitations resulting from the scope of work used in this assignment, additional assumptions and limitations apply as follows:

- 1 This appraisal was developed using the scope of work as identified throughout this report, the decisions for which were made within the context of the needs of the intended users as communicated to the Appraiser by the Client. This workproduct cannot be assumed to be sufficient for the needs of other users or for other uses than those identified on Page 1 of this report. Specifically, any other third parties are advised to seek another appraisal from a duly qualified appraiser specific to their use.
- 2 The extent of research and analysis performed for this assignment is considered appropriate for the intended use as identified. If desired, the reader may request additional information and analyses, or further clarification. However, the reader is notified that any substantial changes to the assignment conditions may affect the scope of work sufficiently to create a new assignment. If so, additional billing may be charged to cover the additional costs associated with the extra work.
- 3 The information provided by others is assumed to be sufficiently reliable for use in this assignment. The Appraiser cannot assume responsibility for inaccuracies beyond the typical protocols used in this assignment. Therefore, no warranty for third party information is offered.
- 4 No responsibility is assumed for legal or title considerations. Title is assumed to be good and marketable unless otherwise state in the report.
- 5 The inspection of the physical attributes of the subject property are intended to be sufficient only for the purposes of developing an opinion of value, and should not be confused with a technical inspection of the structures as would be performed by an engineer or other structural inspection professional. No warranty of any physical components are offered or implied. If desired, the reader is urged to seek a survey or building inspection from a qualified professional.
- 6 Any building diagrams, maps or other visual aids included in this report are intended to assist the reader in visualizing the various aspects of the appraisal problem. They are not intended as a substitute for land or building surveys or as an indication of a warranty.
- 7 It is assumed that there are no hidden or unapparent conditions - including environmental hazards - that render the subject property less valuable. This includes conditions that may affect the property, subsoil or structures. No responsibility is assumed for such conditions of for arranging for the engineering studies or inspections that may be required to discover them.
- 8 The appraiser will not be required to give testimony or appear in court as a result of performing this appraisal unless specific arrangements - including additional compensation - are made in advance.
- 9 The client for this assignment is as identified on Page 1 of this report. Except as outlined in the Confidentiality Section of the Ethics Rule of USPAP and applicable local, state or federal law, the Appraiser will not discuss or otherwise disseminate confidential information or assignment results to any party without specific instructions to do so from the Client.

APPRAISER'S CERTIFICATION

I certify, to the best of my knowledge and belief:

- 1 The statements of fact contained in this report are true and correct.
- 2 The reported analyses, opinions and conclusions are limited only to the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- 3 I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
- 4 I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- 5 My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6 My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7 This appraisal was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- 8 My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice, current as of the date of the appraisal.
- 9 I have made a personal physical inspection of the property that is the subject of this report.
- 10 No one provided significant professional assistance to the person signing this report, unless otherwise indicated.
- 11 I have not performed any other services in conjunction with the subject property within the prior 3 years.

George Hatch #AG006455
Certified General Appraiser

Date of Report:
Personal Inspection:

04/16/2016
Interior/Exterior

SUBJECT PHOTOS



Front (1835)

North portion of City's Parcel is in the foreground



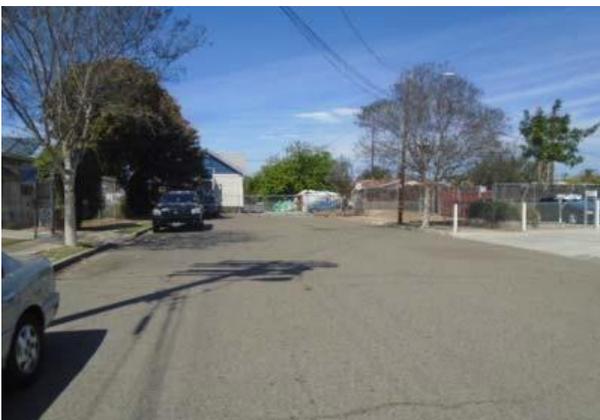
Subject Front (1837)

Center portion of City's Parcel is in the foreground



Subject Front (1847)

South portion of City's Parcel is in the foreground



A Ave - Northbound

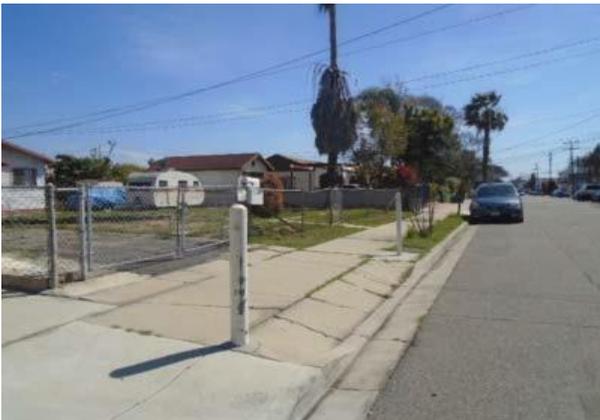


A Ave - Southbound

SUBJECT PHOTOS

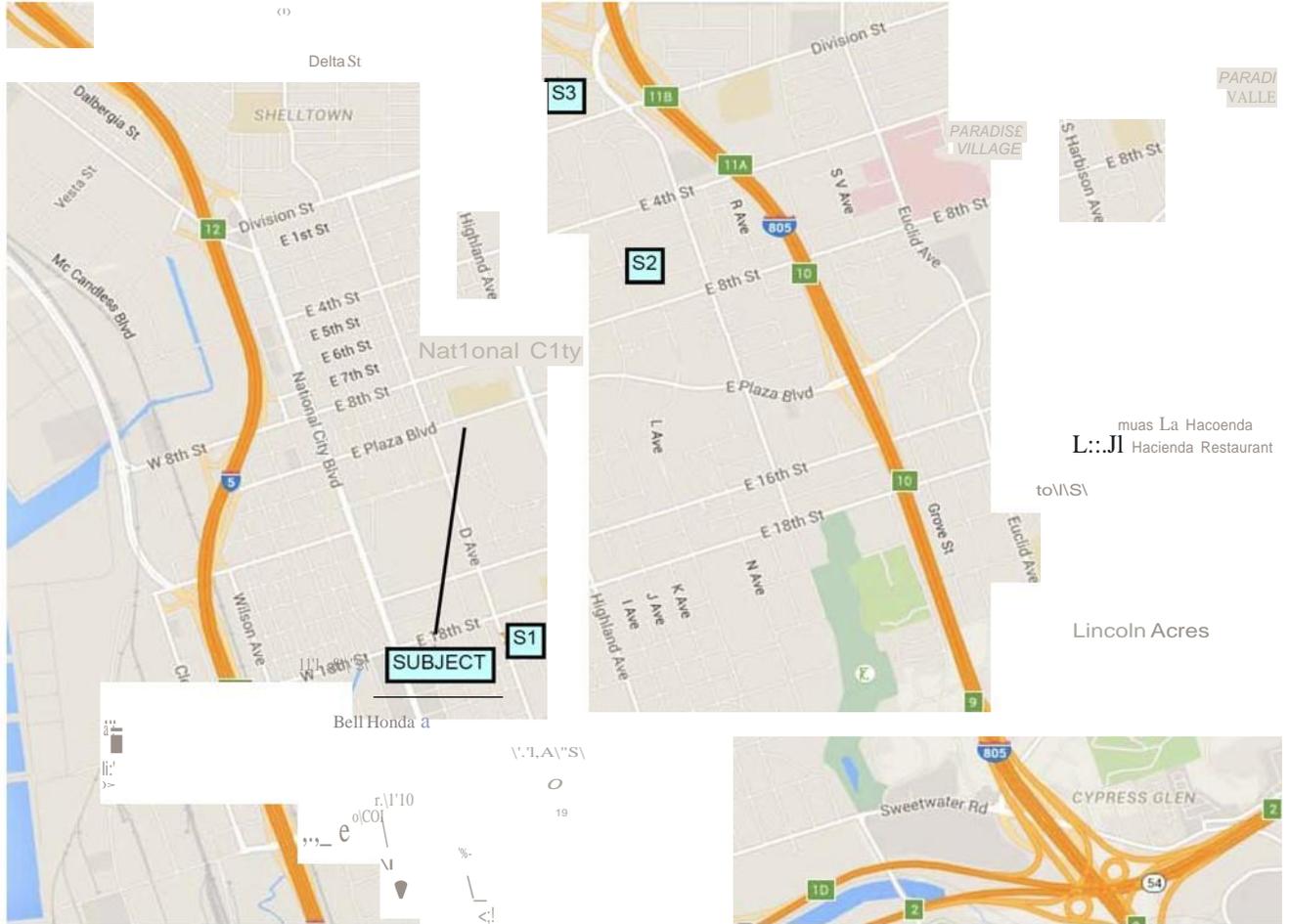


10ft deep x 165ft wide relative to the street



Street right of way appears to start at fence line, not at the edge of the sidewalk

LOCATION MAP- SALES DATA



SALES COMPARABLES



Site #1- 420 W 21st St



Sale #1- 1901 D Ave



Site #2- 2501 E18th St



Sale #2- 1330 E 6th St



Site #3- 2752 E 18th St



Sale #3 - 1304 Scott Dr

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND
SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR
THE SALE OF A 500 SQUARE FOOT PARCEL OF VACANT LAND
LOCATED ALONG “A” AVENUE IN FRONT OF 1837 “A” AVENUE
IN NATIONAL CITY TO THE BETTY WINONA
MCLINTOCK REVOCABLE TRUST**

WHEREAS, there is a strip of City-owned property (the “Property”) along “A” Avenue running between the sidewalk and the owners property line (APN 560-210-44) that is 10-foot wide and 165-foot long fronting three privately owned lots; and

WHEREAS, in 1959, a strip of City-owned property along “A” Avenue running between the sidewalk and the owner’s property line (APN 560-210-44) that is 10-foot wide and 165-foot long fronting three privately owned lots (the “Property”) was closed and vacated as a public street by the City Council; and

WHEREAS, the Betty Winona McLintock Revocable Trust, the owner of 1837 “A” Avenue, desires to purchase a portion of the Property that totals 500 square feet in front of the their property for the amount of \$4,000 and the cost of all escrow and closing fees up to \$2,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Manager to execute a Purchase and Sale Agreement Deed, and Joint Escrow Instructions for the sale of a 500 square foot parcel of vacant land located along “A” Avenue in front of 1837 “A” Avenue to the Betty Winona McLintock Revocable Trust for the amount of \$4,000 and the cost of all escrow and closing fees up to \$2,000.

PASSED and ADOPTED this 4th day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: \(1\) authorizing the Mayor to execute the Standard Assurances for the FY19 State Homeland Security Grant Program and 2\) approving the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \\$52,621 for FY19 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO. |

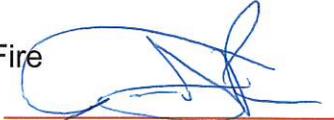
ITEM TITLE:

Resolution of the City Council of the City of National City approving and authorizing 1) the Mayor to execute the Standard Assurances for the FY19 State Homeland Security Grant Program and 2) the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \$52,621 for FY19 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: 619-336-4551

APPROVED BY: 

EXPLANATION:

The FY19 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for Police and Fire personnel. The San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning. In order to receive grant funds, National City must authorize the submission of the Standard Assurances for the FY19 State Homeland Security Grant Program. National City's allocation was \$51,785 and Lincoln Acres was \$836 for a grand total of \$52,621 for equipment. The equipment funds will be divided evenly between the City's Police and Fire Department.

This grant program requires the City to incur expenses, and then apply for reimbursement. In order to be eligible for reimbursement, the Police and Fire Departments must purchase and/or receive the items prior to the May 31, 2021 deadline. Staff recommends the utilization of \$52,621 of City funds for equipment for the Police and Fire Department, and to request reimbursement for such expenses from the San Diego County Office of Emergency Services.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 282-411-953-355-0000 \$26,310.50
282-412-953-355-0000 \$26,310.50

APPROVED: _____ MIS

No City match required.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review. |

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

California Governor's Office of Emergency Services FY2019 Standard Assurances
FY19 SHSG Approved Allocation
Resolution



State Grant Program Standard Assurances

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for State assistance and the institutional, managerial and financial capability to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the State programmatic and financial guidelines stipulated by Cal OES, and available in the Fiscal Year 2019 State Program Guidance, at www.caloes.ca.gov.

State award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- a) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- b) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- c) Applicant is authorized by the city council, governing board, or authorized body to apply for State assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-State share of project cost, if any) to ensure proper planning, management and completion of the project described in this application.
- d) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.



State Grant Program Standard Assurances

3. Lobbying and Political Activities

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities. Lobbying activities include, but are not limited to, paying, either directly by the undersigned or by another party on behalf of the undersigned, any person to influence or to attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification.

4. Compliance with local, state, and federal laws

The Applicant must comply with all applicable local, state, and federal statutes, regulations, program plans, and application requirements.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant must comply with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices. These include, but are not limited to, the following:

- a) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101-12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- b) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2), relating to confidentiality of patient records regarding substance abuse treatment;
- c) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions; and



State Grant Program Standard Assurances

d) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1990 (Government Code §§ 8350, et seq.), the Applicant certifies that it will maintain a drug-free workplace.

7. Environmental Standards

The Applicant will comply with state environmental standards, including,

- a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000 - 21177), to include coordination with the city or county planning agency;
- b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000 - 15387);

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Access to Records

The Applicant will maintain such records, and give the State of California, through any authorized representative, access to and the right to examine those records, as the State of California deems necessary. Such records will include all paper or electronic records, books, papers, or documents related to the award, and such other records as will facilitate an effective audit. The Applicant will also establish a proper accounting system in accordance with generally accepted accounting standards.

9. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

10. Financial Management

Applicants will comply with false claims requirements as stipulated in the California False Claims Act (Government Code §§ 12650 – 126561), which prohibits the submission of false or fraudulent claims for payment.



State Grant Program Standard Assurances

11. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

12. Labor Standards

The Applicant will comply with the following labor standards:

- a) The California Labor Code, which provides labor law requirements for the State of California; and
- b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.), as they apply to Federal, State, and local governments.

13. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.



State Grant Program Standard Assurances

IMPORTANT

The purpose of the assurance is to obtain state financial assistance, including any and all state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the recipient may be ineligible for award of any future grants if Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document **must** be included in the award documents for all subawards at all tiers.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Recipient: City of National City

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Alejandra Sotelo-Solis

Title: Mayor Date: August 18, 2020



**County of San Diego
Office of Emergency Services
Signature Authorization Form
FY 2019 State Homeland Security Program Grant**

For Jurisdiction: City of National City

Date Signed: August 18, 2020

The below named personnel are authorized to request reimbursement for the State Homeland Security Program (SHSP). Authorized personnel should be your jurisdiction's management staff e.g. Director, Assistant Director, Chief, Battalion Chief, or Senior Manager.

NAME (TYPED/PRINTED)	Title	SPECIMEN SIGNATURE	TELEPHONE NUMBER	E-MAIL ADDRESS
Francisco Parra	Chief of Emer. Svs.		(619) 336-4551	fparra@nationalcityca.gov
Walter Amedee	Mgmt. Analyst	<i>Walter Amedee</i>	(619) 336-4556	wamedee@nationalcityca.gov

This form supersedes all others for above indicated jurisdiction. Requests for reimbursement received from staff **not** identified in this form will **not** be processed.

Alejandra Sotelo-Solis
Printed Name and Signature

(619) 336-4283
Phone No.

*Mail form to: County Office of Emergency Services, 5580 Overland Avenue Suite 100, San Diego, CA 92123
For County Departments Mail Stop: 025
For questions on this form please contact: Kevin Preston at 858-715-2214 or Kevin.Preston@sdcounty.ca.gov*

FY 2019 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT ALLOCATION PROPOSAL

JURISDICTION	FY2018 - ALLOCATION			FY2019 - PROPOSAL					
	LE - 25% of FY18 Allocation	Non-LE Allocation	TOTAL	Sworn LE Personnel Figures (2018)	LE - 25% of FY18 Allocation	Non-LE Population (2018)	Non-LE Allocation	TOTAL	% Change from FY2018 to FY2019
CARLSBAD	16,835	64,997	81,832	115	17,212	114,622	65,233	82,445	0.75%
CHULA VISTA	33,369	146,343	179,712	224	33,525	267,503	145,572	179,097	-0.34%
CORONADO	6,614	17,948	24,562	45	6,735	21,683	16,394	23,129	-5.83%
DEL MAR	-	7,267	7,267	-	-	4,322	7,271	7,271	0.06%
EL CAJON	18,338	59,235	77,573	124	18,559	105,557	60,470	79,029	1.88%
ENCINITAS	-	37,861	37,861	-	-	63,158	38,189	38,189	0.87%
ESCONDIDO	23,448	84,921	108,369	158	23,647	151,478	84,601	108,248	-0.11%
ESCONDIDO RINCON DEL DIABLO	-	8,147	8,147	-	-	14,199	7,462	7,462	-8.41%
IMPERIAL BEACH	-	19,513	19,513	-	-	28,163	19,800	19,800	1.47%
LA MESA	10,221	36,804	47,025	69	10,327	61,261	37,192	47,519	1.05%
LEMON GROVE	-	19,136	19,136	-	-	26,834	19,101	19,101	-0.18%
NATIONAL CITY	12,927	37,292	50,219	94	14,069	62,257	37,716	51,785	3.12%
NATIONAL CITY - LINCOLN ACRES	-	829	829	-	-	1,591	836	836	0.84%
OCEANSIDE	32,918	98,093	131,011	225	33,675	177,362	98,203	131,878	0.66%
POWAY	-	31,511	31,511	-	-	50,207	31,384	31,384	-0.40%
SAN DIEGO	279,729	-	279,729	2,040	305,321	-	-	305,321	9.15%
SAN MARCOS	-	54,613	54,613	-	-	95,768	55,326	55,326	1.31%
SAN MARCOS FPD	-	7,661	7,661	-	-	14,280	7,504	7,504	-2.05%
SANTEE	-	35,124	35,124	-	-	56,994	34,950	34,950	-0.50%
SOLANA BEACH	-	12,136	12,136	-	-	13,938	12,324	12,324	1.55%
VISTA	-	58,704	58,704	-	-	103,381	59,326	59,326	1.06%
VISTA FPD	-	11,552	11,552	-	-	20,068	10,546	10,546	-8.71%
TOTAL CITIES	434,399	849,687	1,284,086	3,094	463,070	1,454,626	849,400	1,312,470	2.21%
FIRE DISTRICTS/OTHER									
ALPINE FPD	-	13,261	13,261	-	-	15,658	13,228	13,228	-0.25%
DEER SPRINGS FPD	-	11,720	11,720	-	-	12,737	11,693	11,693	-0.23%
JULIAN-CUYAMACA FPD	-	7,153	7,153	-	-	4,081	7,145	7,145	-0.11%
LAKESIDE FPD	-	38,069	38,069	-	-	62,684	37,940	37,940	-0.34%
NORTH COUNTY FPD	-	32,115	32,115	-	-	51,397	32,009	32,009	-0.33%
PORT OF SAN DIEGO	19,991	-	19,991	133	19,906	-	-	19,906	-0.43%
RANCHO SANTA FE FPD	-	22,953	22,953	-	-	34,031	22,883	22,883	-0.30%
SAN MIGUEL FPD	-	71,103	71,103	-	-	125,300	70,845	70,845	-0.36%
VALLEY CENTER FPD	-	13,772	13,772	-	-	16,628	13,738	13,738	-0.25%
TOTAL FIRE DISTRICTS/OTHER	19,991	210,146	230,137	133	19,906	322,516	209,481	229,387	-0.33%
2-1-1 SAN DIEGO CONTRACT									
		70,000	70,000				70,000	70,000	0.00%
COUNTY DEPTS									
UDC SHARE		102,357	102,357	-	-	-	102,357	102,357	0.00%
M&A (5%)		169,430	169,430	-	-	-	169,294	169,294	-0.08%
HHSA-EMS		80,000	80,000				80,000	80,000	0.00%
OES		1,059,833	1,059,833				1,151,059	1,151,059	8.61%
SHERIFF	392,764	-	392,764	2,634	394,225	-	-	394,225	0.37%
TOTAL COUNTY DEPTS	392,764	1,411,620	1,804,384	2,634	394,225	-	1,502,710	1,896,935	5.13%
TOTAL ALLOCATIONS	847,154	2,541,453	3,388,607	5,861	877,201	1,777,142	2,631,591	3,508,792	3.55%

Notes:

*Personnel Cap: Each jurisdiction's allocation has a personnel cap of 50%.

*San Diego Sheriff includes: Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING AND AUTHORIZING 1) THE MAYOR TO EXECUTE THE STANDARD
ASSURANCES FOR THE FY19 STATE HOMELAND SECURITY GRANT PROGRAM
AND 2) THE ESTABLISHMENT OF REIMBURSABLE GRANTS CITY-WIDE FUND
APPROPRIATIONS AND CORRESPONDING REVENUE BUDGETS EACH IN AMOUNTS
TOTALING \$52,621 FOR FY19 STATE HOMELAND SECURITY GRANT PROGRAM
FUNDS FOR A REIMBURSABLE GRANT PURCHASE OF EQUIPMENT FOR THE
POLICE AND FIRE DEPARTMENTS**

WHEREAS, the Fiscal Year (“FY”) 19 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for Police and Fire personnel; and

WHEREAS, the San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning and, in order to receive grant funds, National City must authorize the submission of the Standard Assurances for the FY19 State Homeland Security Grant Program; and

WHEREAS, National City’s allocation for equipment totaled \$51,785 and Lincoln Acres allocation totaled \$836, for a grand total of \$52,621 which will be divided evenly between the City’s Police and Fire Departments; and

WHEREAS, in order to be eligible for reimbursement, the FY19 State Homeland Security Grant Program requires the City to first incur expenses, and thereafter, apply for reimbursement for the Police and Fire Department purchases of the equipment which is required to occur before May 31, 2021; and

WHEREAS, City staff recommends the utilization of \$52,621 of City funds for equipment for the National City Police and Fire Departments and to request reimbursement for such expenses from the San Diego County Office of Emergency Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to sign the Standard Assurances for the FY 19 State Homeland Security Grant Program.

BE IT FURTHER RESOLVED that a Reimbursable Grants City-Wide Fund appropriations, and corresponding revenue budgets, be established each in amounts totaling \$52,621 for FY19 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments.

PASSED and ADOPTED this 18th day of August, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by HMS Construction, Inc. for the Highland Avenue Traffic Signal Modifications Project, CIP No. 18-03; 2\) approving the final contract amount of \\$852,179.47; 3\) ratifying the release of retention in the amount of \\$42,648.97; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.

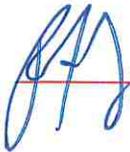
ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting the work performed by HMS Construction, Inc. for the Highland Avenue Traffic Signal Modifications Project, CIP No. 18-03; 2) approving the final contract amount of \$852,179.47; 3) ratifying the release of retention in the amount of \$42,648.97; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Jose Lopez, P.E., Deputy City Engineer

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117 was approved March 23, 2015, and revalidated January 12, 2017.

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt Resolution accepting the work performed by HMS, Inc. for the Highland Avenue Traffic Signal Modifications Project, CIP No. 18-03 and approving the final contract amount of \$852,179.47.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

The Highland Avenue Traffic Signal Modifications Project replaced existing permitted left-turn phasing / signal heads with protected left-turn phasing / signal heads for safety at the following 6 intersections:

- Highland Avenue & E. 4th Street
- Highland Avenue & Wal-Mart Driveway
- Highland Avenue & E. 16th Street
- Highland Avenue & E. 18th Street
- Highland Avenue & E. 21st Street
- Highland Avenue & E. 24th Street

The project also provided Americans with Disabilities Act (ADA) enhancements, pedestrian countdown signal heads, audible pedestrian push button systems, and other traffic signal modifications / equipment.

On April 12, 2018, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 16, 2018 and April 23, 2018, the bid solicitation was advertised in local newspapers.

On May 14, 2018, three (3) bids were received by the 2:00 p.m. deadline, opened and publicly disclosed. Bid results were available by the end of the business day, May 14, 2018. HMS Construction, Inc. was the apparent lowest bidder with a total bid amount of \$725,000 as the basis of award.

HMS Construction, Inc.'s bid was determined to be responsive. Upon review of all required documents submitted and reference checks, HMS Construction, Inc. was deemed the lowest responsible bidder qualified to perform the work as described in the project specifications.

On June 19, 2018, the City Council adopted Resolution No. 2018-94 awarding the contract to HMS, Inc., in the not-to-exceed amount of \$725,000.

The Notice to Proceed with construction was issued on July 9, 2018. Construction started on July 10, 2018 and was completed on December 27, 2019.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$127,979.47. This results in a 17.6% contract increase for a final contract balance of \$852,179.47. As the contractor began the exploratory digging required to locate underground utilities prior to beginning any infrastructure installation, numerous unforeseen utility conflicts were uncovered. This resulted in additional unforeseen excavations in order to correctly install four new traffic signal foundations to support new signal poles.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of HMS, Inc., for the Highland Avenue Traffic Signal Modifications Project, CIP No. 18-03; 2) approve the final contract amount of \$852,179.47; 3) ratify the release of retention in the amount of \$42,648.97; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.



FINAL CONTRACT BALANCE

DATE: July 20, 2020

PROJECT: Highland Ave Traffic Signal Modifications
FY 18-19
CIP No. 18-03

TO: HMS Construction Inc.
2885 Scott Street
Vista, CA, 92081

ORIGINAL CONTRACT AMOUNT:	\$725,000.00
START DATE:	July, 10, 2018
COMPLETION DATE:	December, 27, 2019
ORIGINAL CONTRACT LENGTH:	140 Working Days
EXTENTION OF WORK DAYS:	177 Working Days
TOTAL CONTRACT TIME:	317 Working Days
FINAL CONTRACT AMOUNT:	\$852,979.47

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 changed the framework for the new traffic signals at various intersections throughout Highland Ave. This Change Order total amount is **\$3,246.00**.

Change Order #2 directed the contractor to proceed under a time and material basis to pothole the revised traffic signal pole locations at Highland Ave and 24th St and Highland Ave and Walmart Driveway provided by the Engineer. These new locations were issued by the Engineer due to the existing utility conflicts at the original locations. This Change Order total amount was **\$10,301.64**.

Change Order #3 directed the contractor to proceed under a time and material basis to pothole the revised traffic signal pole locations at Highland Ave and Walmart Driveway provided by the Engineer. These new locations were issued by the Engineer due to the existing utility conflicts at the original locations. This Change Order total amount was **\$11,803.31**.

Change Order #4 was a no cost change order. This change order added 44 working days to the contract time due to unforeseen delays for the delivery of signal standards and mast arms. This Change Order total amount was **\$00.00**.

FINAL CONTRACT BALANCE

Highland Avenue Traffic Signal Modifications

CIP No. 18-03

Change Order #5 provided direction for installation and set up for a temporary signal at Highland Avenue and Walmart Driveway. The existing soil conditions were not suitable to support the existing standard when drilling for the new foundation at the SW Corner of this intersection and it was determined to install a new temporary signal for traffic control. This Change Order total amount was **\$21,979.67**.

Change Order #6 directed the Contractor to install additional 20 load switches in traffic signal cabinets at various locations that were not included in the original contract documents. This Change Order total amount is **\$1,617.80**.

Change Order #7 directed the Contractor to provide and install two (2) adjustable vertical brackets at Highland Ave and 16th Street to meet MUTCD traffic signal height standards. This Change Order total amount was **\$3,099.48**.

Change Order #8 directed the Contractor to replace the existing damaged conduit and install a new 3" Schedule 80 PVC conduit across Highland Ave north of 24th Street so the conductor wires can be pulled to the newly installed traffic signal. This Change Order total amount was **\$17,296.74**.

Change Order #9 directed the Contractor to remove the existing crosswalk striping at Highland Ave and Walmart Driveway due to it conflicting to the new intersection sign layout. This change order also installed stop bars for traffic signal control. This Change Order total amount was **\$4,805.00**.

Change Order #10 directed the Contractor to remove and replace approximately 620 SF of existing concrete driveway to support the new traffic loops at Highland Ave and Walmart Driveway intersection. This Change Order total amount was **\$17,750.00**.

Change Order #11 captured the additional potholing work at Highland Ave and Walmart Driveway due to utility conflicts. All four proposed traffic signals at this intersection required relocation due to unforeseen utility conflicts. This Change Order total amount was **\$23,628.75**.

Change Order #12 directed the Contractor to install a 24hr traffic control for the temporary signal at the intersection of Highland Ave and Walmart Driveway. This Change Order total amount was **\$12,451.08**.

All Change Orders listed above increased the total contract amount **\$127,979.47**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **\$852,179.47**.
2. As a result of the satisfactory completion of said project, a retention amount of **\$42,648.97** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

~~This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. HMS Construction Inc. will not be entitled to damages or~~

FINAL CONTRACT BALANCE

Highland Avenue Traffic Signal Modifications

CIP No. 18-03

additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on December 28, 2019 of the:
Highland Ave Traffic Signal Modifications, CIP No. 18-03

Work of improvement or portion of work of improvement under construction or alteration.

<u>Highland Ave</u>	<u>National City</u>	<u>CA</u>	<u>91950</u>
Street Address	City	State	Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

HMS Construction

Name of Original Contractor

The following work and material were supplied:

Labor provided: General and Electrical laborer Materials: Concrete, asphalt, traffic signal supplies, traffic control supplies. Equipment: paving equipment, electrical equipment

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: August 18, 2020;

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 18, 2020 at, National City, California.

Signature: _____
ALEJANDRA SOTELO-SOLIS, MAYOR

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,
1) ACCEPTING THE WORK PERFORMED BY HMS CONSTRUCTION, INC. FOR
THE HIGHLAND AVENUE TRAFFIC SIGNAL MODIFICATIONS PROJECT, CIP NO.
18-03; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$852,179.47; 3)
RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$42,648.97; AND
4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION
FOR THE PROJECT**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

It appearing to the satisfaction of the Engineering Department that all work required to be done by HMS Construction, Inc. for the total final contract amount of \$852,179.47, for the Highland Avenue Traffic Signal Modifications Project, CIP No. 18-03 has been completed, the City Council of National City hereby accepts said work, ratifies the release of the retention in the amount of \$42,648.97, authorizes the Mayor to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

PASSED and ADOPTED this 18th day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign an Encroachment Permit and Agreement with Christian Devera to renovate the existing canopy located within the public right-of-way on E. 8th Street as part of tenant improvements to the existing commercial building located at 127 E. 8th Street \(APN 556-332-22\).](#)
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving and authorizing the Mayor to sign an Encroachment Permit and Agreement with Christian Devera to renovate the existing canopy located within the public right-of-way on E. 8th Street as part of tenant improvements to the existing commercial building located at 127 E. 8th Street (APN 556-332-22).

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

d.f.

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: _____



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt Resolution approving and authorizing the Mayor to sign an Encroachment Permit and Agreement with Christian Devera to renovate the existing canopy located within the public right-of-way on E. 8th Street as part of tenant improvements to the existing commercial building located at 127 E. 8th Street.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Encroachment Permit and Agreement
3. Resolution

EXPLANATION

Mr. Christian Devera, owner of the commercial property located at 127 E. 8th Street, has submitted plans to the Building Department for tenant improvements and façade improvements at the property. The project also proposes to perform renovations on the existing canopy that encroaches onto the public right-of-way. The existing canopy is 5 feet wide by 39 feet long and encroaches into the public right-of-way along E. 8th Street. The existing canopy is located approximately 9 feet above the existing sidewalk and does not impede the Americans with Disabilities Act (ADA) access along the sidewalk.

Staff has researched the available existing records, and did not locate a previously executed Encroachment Permit and Agreement, however, an extension of the building frontage was permitted on March 21, 1980. An encroachment agreement is required to allow the property owner to renovate the canopy in the public-right-of-way. Upon notification in writing by the City Engineer, the above described encroachment must be abandoned, removed, or relocated by the owner, at the owner's expense.

Since Mr. Devera is proposing to perform renovations on the existing canopy that encroaches onto the public right-of-way, he has requested that the City enter into an Encroachment Permit and Agreement (Agreement). Exhibits A and B provide a legal description and map of the encroachment area. If approved by City Council, this Agreement will be recorded with the Office of the San Diego County Recorder, pending issuance of all required building permits.

Staff recommends the City Council adopt the resolution accepting the Encroachment Permit Agreement with Mr. Christian Devera for the renovation of the existing canopy on 127 E. 8th Street (APN 556-332-22).

National City 87
 1243 National City Blvd.
 619-336-4330 / 81065
 06/18/2020 11:15:22.000
 Validation Receipt



Reg CHWK-FIN-22

Development Services Department

1243 National City Blvd
 National City, CA 91950

(619) 336-4380

INVOICE (2020-4762)

National City 87
 1243 National City Blvd.
 619-336-4330 / 81065

06/18/2020 11:15:22.000 Reg CHWK-FIN-22
 GF2136 4762 \$ 500.00

CHARGES-
 001-06029-3634
 GF2136 2020-4762 \$ 500.00

 Sub-total \$*****500.00

 PAYMENT-
 Check - 1060 \$ 500.00
 CHRISTIAN DEVERA

 Change \$*****0.00

Christian De Vera
 3369 Herman Avenue

Phone: 619-309-5967

DATE	FEE DESCRIPTION	FEE AMOUNT	AMOUNT PAID	AMOUNT DUE	ACCOUNT NUMBER
	Encroachment Permit	\$500.00	\$0.00	\$500.00	001-06029-3634
	Sub Total	\$500.00	\$0.00	\$500.00	
		\$500.00	\$0.00	\$500.00	

Processed by:

ENCROACHMENT PERMIT AND AGREEMENT
(Commercial)

The City Of National City hereby grants an Encroachment Permit to the undersigned, CHRISTIAN DEVERA (hereinafter referred to as "OWNER"), in accordance with and pursuant to the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CITY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall

provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverage required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:

a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.

b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.

7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED:

CITY OF NATIONAL CITY

PERMITTEE:

Alejandra Sotelo-Solis, Mayor

Entity/Company


Signature

CHRISTIAN DE VERA, OWNER
Name & Title

**ATTACH NOTARY CERTIFICATION FOR THE NAME OF PERMITTEE SHOWN ABOVE.
USE CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT NOTARY ONLY.**

See attached notarial certificate.

PERMITTEE/APPLICANT INFORMATION:

CHRISTIAN DE VERA
Person in Responsible Charge

Mailing Address:

612. 309. 5967
24/7 Phone Number

3369 HERMAN AVE

SAN DIEGO, CA 92104

Firm Name

PLAT SHOWING LOCATION OF STRUCTURES, EASEMENT, OR RIGHT-OF-WAY, AND
SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 03/16/2020 before me, MS Date, Notary Public,
(Here insert name and title of the officer)

personally appeared christian DeVera,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

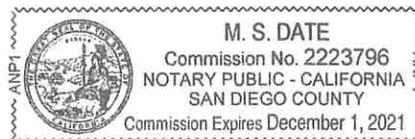
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MS Date

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PORTION OF EIGHTH STREET AND A PORTION OF THAT UNNAMED ALLEY WITHIN BLOCK 2, OF T. PARSONS SUBDIVISION OF 10 ACRE LOT 8 OF QUARTER SECTION 155 OF RANCHO DE LA NACION ADDITION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON MAP THEREOF NO. 57, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 26, 1886 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK 2; SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, SOUTH 71°46'44" WEST, 16.43 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 71°25'34" WEST, 0.65 FEET; THENCE SOUTH 17°35'16" EAST, 38.64 FEET; THENCE NORTH 71°53'46" EAST, 39.97 FEET; THENCE NORTH 17°37'17" WEST, 4.88 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF SAID EIGHTH STREET; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 72°00'50" WEST, 39.21 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF UNNAMED ALLEY, NORTH 17°46'44" WEST, 33.68 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 220 SQUARE FEET (0.005 ACRE), MORE OR LESS.


ADAM E. EISENBERG, LS 9096 6/21/2020
DATE

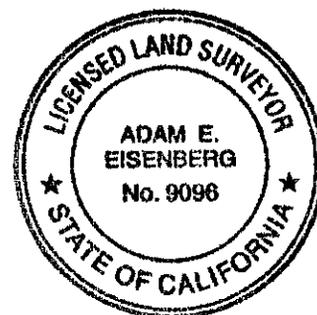
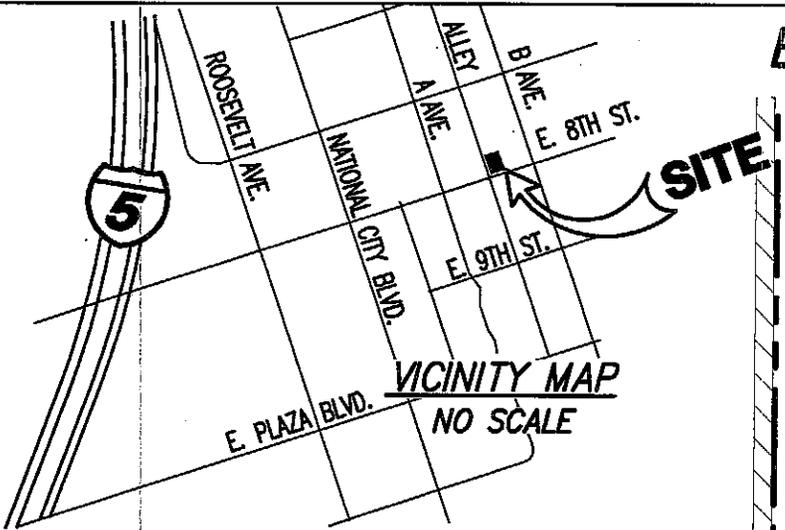


EXHIBIT "B"



OWNERSHIP:

CHRISTIAN F. DE VERA, A SINGLE MAN
3369 HERMAN AVENUE
SAN DIEGO, CA 92104

SITE ADDRESS:

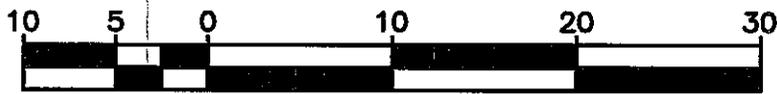
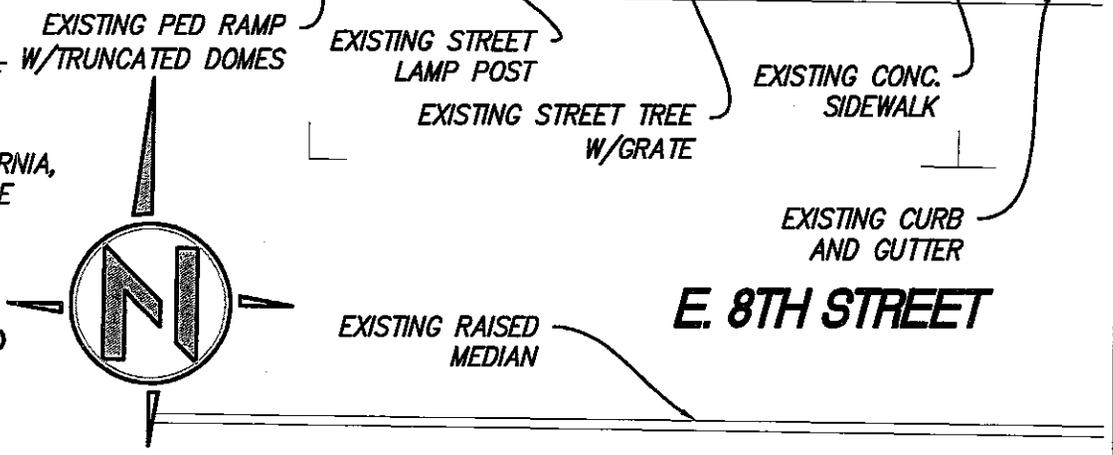
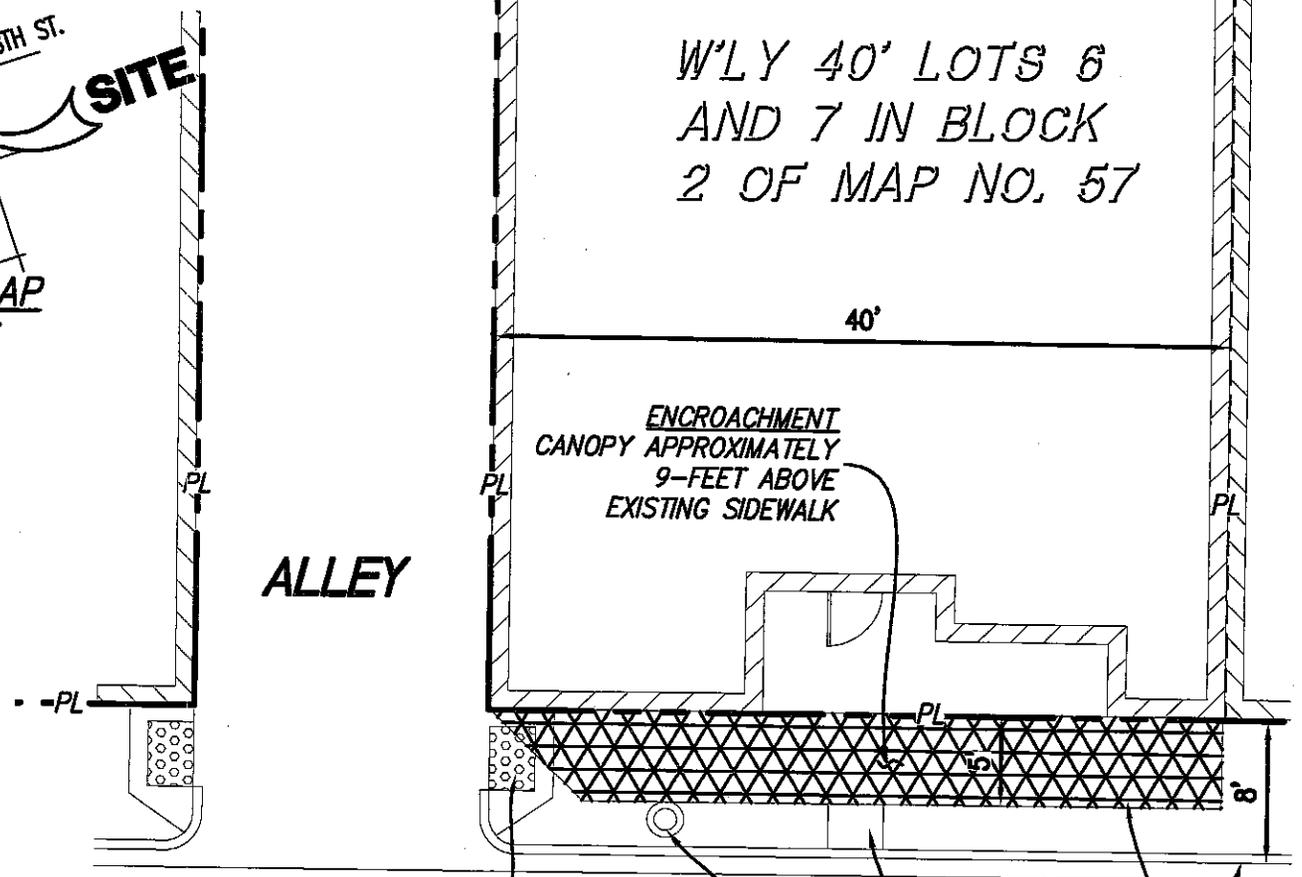
127 EAST 8TH STREET
NATIONAL CITY, CA 91950

A.P.N.:

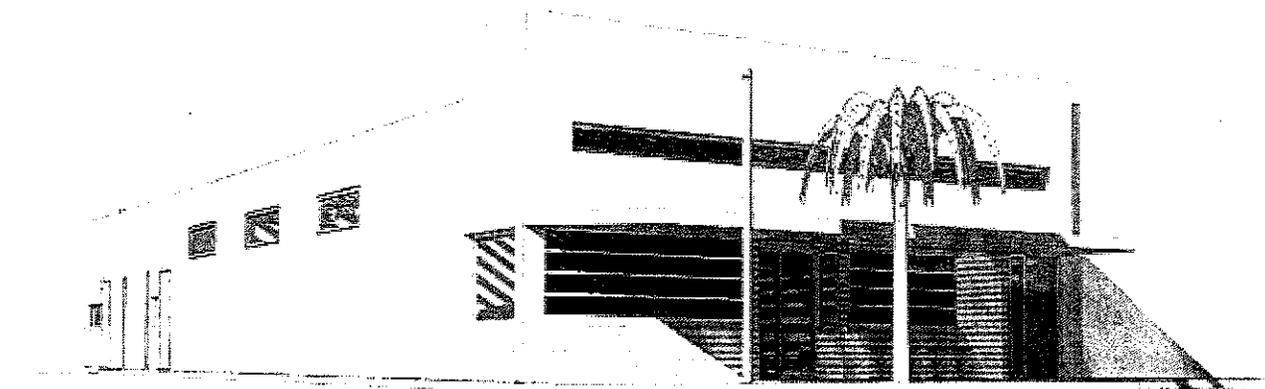
556-332-22-00

EXISTING LEGAL DESCRIPTION:

THE WESTERLY 40 FEET OF LOTS 6 AND 7 IN BLOCK 2 OF T. PARSONS SUBDIVISION OF 10 ACRE LOT 8 OF QUARTER SECTION 156 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 57, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 26, 1881.



SCALE: 1"=10'





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacific Crest Services, Inc 12115 Lakeside Ave Lakeside, CA 92040	CONTACT NAME: ERIKA BUDAJ
	PHONE (A/C, No, Ext): 619-244-3348
	FAX (A/C, No):
	E-MAIL ADDRESS: E.BUDAJ@PACIFICCRESTINSURANCE.COM
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED CHRISTIAN DEVERA 3369 Herman Ave San Diego, CA 92104	INSURER A: TRAVELERS
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			680-7J096717-19-42	09/29/2019	09/29/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LOCATION 127 E 8TH ST NATIONAL CITY CA 91950
CITY OF NATIONAL CITY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS

CERTIFICATE HOLDER CITY OF NATIONAL CITY, C/O RISK MANAGER 1243 NATIONAL CITY BOULEVARD NATIONAL CITY, CA 91950-4301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE ERIKA BUDAJ

CHANGE ENDORSEMENT

INSURING COMPANY:
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Named Insured: CHRISTIAN DE VERA
Policy Number: 680-7J096717-19-42
Policy Effective Date: 09/29/2019
Policy Expiration Date: 09/29/2020
Issue Date: 03/19/2020
Premium \$ NIL

Effective from 03/16/20 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Additional Insureds are added to the policy as provided under the attached endorsement(s):

CG 20 13

The following forms and/or endorsements is/are included with this change. These forms are added to the policy or replace forms already existing on the policy:
 IL TO 07 09 87
 CG 20 13 11 85

NAME AND ADDRESS OF AGENT OR BROKER
 PACIFIC CREST SRVCS INC
 450 W STATE ST STE 215

Countersigned by

 Authorized Representative

EAGLE

ID 83616

DATE: 03/19/2020

POLICY NUMBER: 680-7J096717-19-42

EFFECTIVE DATE: 09/29/2019

ISSUE DATE: 03/19/2020

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

* IL T0 07 09 87 CHANGE ENDORSEMENT
PN U3 20 04 19 LIBERALIZATION LETTER - GENERAL LIABILITY PRODUCT
MODERNIZATION
IL T0 19 02 05 COMMON POLICY DECLARATIONS
IL T0 25 08 01 RENEWAL CERTIFICATE
MP T0 01 02 05 BUSINESSOWNERS COVERAGE PART DECLARATIONS
* IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07 COMMON POLICY CONDITIONS

BUSINESSOWNERS

CP 12 18 10 12 LOSS PAYABLE PROVISIONS
MP T1 30 02 05 TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART -
DELUXE PLAN
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
CP 02 99 11 85 CANCELLATION CHANGES
MP T4 89 08 06 FUNGUS, ROT, BACTERIA AND OTHER CAUSES OF LOSS CHANGES
- CALIFORNIA
MP T5 22 08 07 CALIFORNIA AMENDATORY PROVISIONS
MP T5 73 07 17 TENANT DISPLACEMENT AND RELOCATION EXPENSE
MP T3 25 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 50 11 06 EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08 AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS
PERSONAL PROP COV ENHANCEMENTS
MP T9 70 03 06 POWER PAC ENDORSEMENT
MP T4 90 05 10 LIMIT OF INS/OCCURENCE ENDT - CALIFORNIA
MP T5 08 01 06 CALIFORNIA CHANGES - REPLACEMENT COST

COMMERCIAL GENERAL LIABILITY

CG T0 34 02 19 TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY
COVERAGE FORM CG T1 00 02 19
CG T1 00 02 19 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
* CG 20 13 11 85 ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS -
PERMITS RELATING TO PREMISES
CG D2 37 02 19 EXCLUSION - REAL ESTATE DEVELOPMENT ACTIVITIES -
COMPLETED OPERATIONS
CG D3 09 02 19 AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS
HAZARD
CG D3 25 01 04 ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, SUCCESSOR OR
RECEIVER
CG D2 03 12 97 AMEND - NON CUMULATION OF EACH OCC
~~CG D8 42 02 19 XTEND ENDORSEMENT FOR SMALL BUSINESSES~~

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-7J096717-19-42

EFFECTIVE DATE: 09/29/2019

ISSUE DATE: 03/19/2020

COMMERCIAL GENERAL LIABILITY (CONTINUED)

MP T1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D1 42 02 19	EXCLUSION - DISCRIMINATION

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
----------------	--

INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 04 09 07	CALIFORNIA CHANGES
IL 02 70 09 12	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

GENERAL LIABILITY



GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—STATE OR POLITICAL
SUBDIVISIONS—PERMITS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Political Subdivision:

CITY OF NATIONAL CITY

CITY OF NATIONAL CITY,ITS OFFICERS,EMPLOYEES AND VOLUNTEERS

C/O RISK MANAGER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY CA 91950

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
2. The construction, erection, or removal of elevators; or
3. The ownership, maintenance, or use of any elevators covered by this insurance.

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN ENCROACHMENT
PERMIT AND AGREEMENT WITH CHRISTIAN DEVERA TO RENOVATE THE
EXISTING CANOPY LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY ON EAST 8TH
STREET AS PART OF TENANT IMPROVEMENTS TO THE EXISTING
COMMERCIAL BUILDING LOCATED AT 127 EAST 8TH STREET
(APN 556-332-22)**

WHEREAS, Christian Devera, owner of the commercial property located at 127 East 8th Street, has submitted plans to the Building Department for tenant improvements and façade improvements at the property; and

WHEREAS, the project also proposes to perform renovations on the existing canopy that encroaches onto the public right-of-way; and

WHEREAS, the existing canopy is 5 feet wide by 39 feet long and encroaches into the public right-of-way along East 8th Street; and

WHEREAS, the existing canopy is located approximately 9 feet above the existing sidewalk and does not impede the Americans with Disabilities Act (ADA) access along the sidewalk; and

WHEREAS, City staff has researched the available existing records, and did not locate a previously executed Encroachment Permit and Agreement, however, an extension of the building frontage was permitted on March 21, 1980; and

WHEREAS, an Encroachment Agreement is required to allow the property owner to renovate the canopy in the public-right-of-way and upon notification in writing by the City Engineer, the above described encroachment must be abandoned, removed, or relocated by the owner, at the owner's expense; and

WHEREAS, Christian Devera is proposing to perform renovations on the existing canopy that encroaches onto the public right-of-way, he has requested that the City enter into an Encroachment Permit and Agreement (Agreement); and

WHEREAS, City Staff recommends City Council to adopt the Resolution accepting the Encroachment Permit Agreement with Mr. Christian Devera for the renovation of the existing canopy on 127 East 8th Street (APN 556-332-22)

///

///

///

///

///

**Resolution No. 2020 –
Page Two**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby Approves and Authorizes the Mayor to sign an Encroachment Permit and Agreement with Christian Devera to renovate the existing canopy located within the public right-of-way on East 8th Street as part of tenant improvements to the existing commercial building located at 127 East 8th Street (APN 556-332-22).

PASSED and ADOPTED this 18th day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 448 E. 1st Street \(TSC No. 2020-06\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

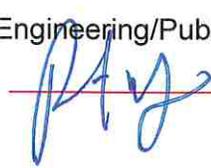
AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 448 E. 1st Street (TSC No. 2020-06).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of a blue curb disabled persons parking space with sign in front of the residence located at 448 E. 1st Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on July 15, 2020, the Traffic Safety Committee approved staff's recommendation to install a blue curb disabled persons parking space with sign in front of the residence located at 448 E. 1st Street.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on July 15, 2020 (TSC No. 2020-06)
3. Resolution

EXPLANATION

Mr. Robert Simkin, resident of 448 E. 1st Street, has requested a blue curb disabled persons parking space in front of his residence for his son, Richard Simkin. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Simkin stated that it is difficult to find parking in front of the residence due to the high demand of parking in the area and that a disabled persons parking space in front of the residence would provide easier access to the house for his son.

Staff visited the site and observed that Mr. Simkin's residence has a driveway and garage. With his permission and supervision, staff measured the driveway and the garage. The driveway is 30 feet long by 8 feet wide with negligible slope. The garage is 14 feet long by 14 feet wide with a negligible slope. The minimum dimensions for a garage or driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. These two conditions are not met since the dimensions of the garage and driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee on July 15, 2020. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works

Location Map with Recommended Enhancements (TSC Item: 2020-06)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JULY 8, 2020**

ITEM NO. 2020-06

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 448 E. 1ST STREET

PREPARED BY: Carla Hutchinson, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mr. Robert Simkin, resident of 448 E. 1st Street, has requested a blue curb disabled persons parking space in front of his residence for his son, Richard Simkin. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Simkin stated that it is difficult to find parking in front of the residence due to the high demand of parking in the area and that a disabled persons parking space in front of the residence would provide easier access to the house for his son.

Staff visited the site and observed that Mr. Simkin's residence has a driveway and garage. With his permission and supervision, staff measured the driveway and the garage. The driveway is 30 feet long by 8 feet wide with negligible slope. The garage is 14 feet long by 14 feet wide with a negligible slope. The minimum dimensions for a garage or driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. These two conditions are not met since the dimensions of the garage and driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 448 E. 1st Street.

EXHIBITS:

1. Public Request Form
2. Public Notice
3. Location Map
4. Photos
5. City Council Disabled Persons Parking Policy

2020-06

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE
EXP June-30-2021

NAME OF DISABLED PERSON: Richard Scott Simkin/Robert Simkin

NAME OF REPRESENTATIVE FOR DISABLED PERSON (If different from above):

Robert Simkin father

ADDRESS: 448 E 1st National City Ca 91950

EMAIL: _____

PHONE NUMBER: _____

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? YES NO
If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.
- 2) Does your residence have a garage? YES NO
If YES, is the garage large enough to park a vehicle (minimum of 20' x 12')? YES NO
- 3) Does your residence have a driveway? YES NO
If YES, a) is the driveway large enough to park a vehicle? (minimum of 20' x 12') YES NO
b) Is the driveway level? YES NO
c) Is the driveway sloped/inclined? YES NO

4) Please write any additional comments here (optional).

fence in property line



RECEIVED
ENG & PW DEPT.

2019 NOV 12 A 11:39

CITY OF NATIONAL CITY

PUBLIC REQUEST FORM

Contact Information

Name: Robert Simkin

Address: 448 E 7 ST National City Ca 91950

Phone: _____ Email: _____

Request Information

Location: 448 E 7 ST National City Ca 91950

Request: no access to garage is to

Access to existing garage is to narrow to use.

Parking in front of the house is limited.

A blue curb is being requested to accommodate

the special needs for our 15 year old son who

must be monitored 24/7. Parking blocks away

causes high anxiety as well.

Attachments: Yes No Description: disabled person placard

• copy of registration card

Internal Use Only:

Request Received By: _____ Date: _____

Received via: Counter/In-Person Telephone Email Fax Referral: _____

Assigned To: _____

Notes: _____



CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2021

*** D I S A B L E D P E R S O N P L A C A R D ***

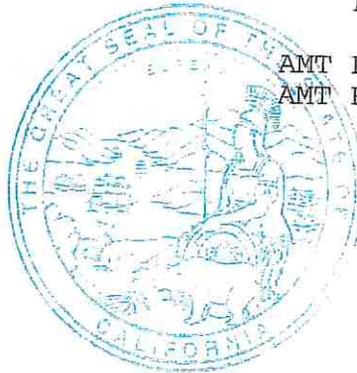
PLACARD NUMBER: PIC: TV: DATE ISSUED: MO/YR:

SIMKIN RICHARD SCOTT
448 E 1ST

DT FEES RECVD:

NATIONAL CITY
CA 91950

CO:



AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#: PLACARD HOLDER: SIMKIN RICHARD SCOTT
EXPIRES: 06/30/2021 448 E 1ST
DOB:
ISSUED:
TYPE: N1 NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES, AND/OR FINES.



July 1, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-06

**REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED
AT 448 E. 1ST STREET**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, July 8, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/96168702920?pwd=MERPTjdhMzhNYS9iUGxEajdWVTpQT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 961 6870 2920

Password: 820120

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-06.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

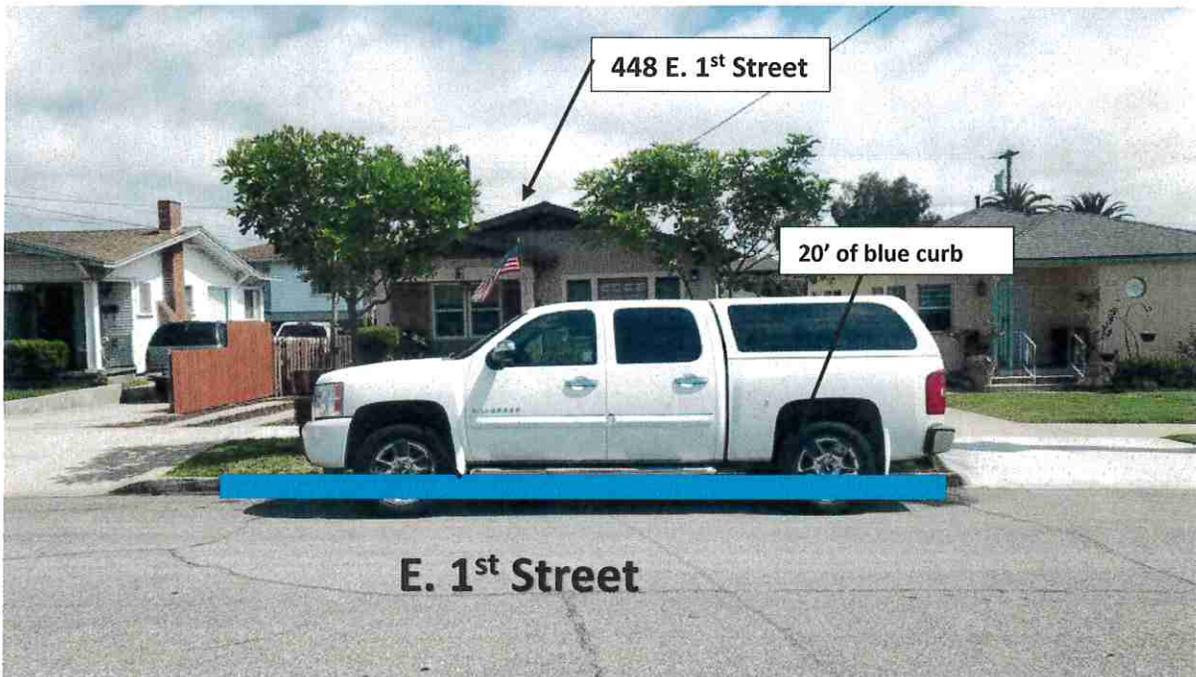
Enclosure: Location Map
2020-06

Location Map with Recommended Enhancements (TSC Item: 2020-06)





Location of proposed blue curb disabled persons parking space in front of 448 E. 1st Street (looking east)



Location of proposed blue curb disabled persons parking space in front of 448 E. 1st Street (looking south)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE:It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2020

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED AT
448 EAST 1ST STREET (TSC NO. 2020-06)**

WHEREAS, a resident of 448 East 1st Street possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested the installation of a blue curb disabled persons parking space in front of the residence to provide easier and safer access to the home because the demand for parking is high making it difficult to find on-street parking; and

WHEREAS, after conducting an inspection and review, staff has determined that all conditions have been met for the property to qualify for a blue curb disabled persons parking space in front of the home; and

WHEREAS, on July 15, 2020, the Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence located at 448 East 1st Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence located at 448 East 1st Street (TSC No. 2020 – 06)

PASSED and ADOPTED this 18th day of August, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of 40 feet of yellow curb “Commercial Loading” on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue, to allow for loading or unloading of materials \(TSC No. 2020-07\).](#)
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

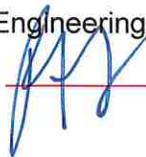
AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 40 feet of yellow curb "Commercial Loading" on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue, to allow for loading or unloading of materials (TSC No. 2020-07).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

| N/A |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of 40 feet of yellow curb "Commercial Loading" on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue, to allow for loading or unloading of materials.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on July 15, 2020, the Traffic Safety Committee approved staff's recommendation to install 40 feet of yellow curb "Commercial Loading" on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on July 15, 2020 (TSC No. 2020-07)
3. Resolution

EXPLANATION

Mr. Chris Reitzel, Construction Manager for HD Supply White Cap, has requested a yellow curb "Commercial Loading" parking space on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue, to facilitate the loading and unloading of materials.

HD Supply White Cap is located on the northeast corner of Cleveland Avenue and W. 23rd Street. Mr. Reitzel has stated that parking spaces on W. 23rd Street are frequently occupied by large trucks for several days and that a yellow curb "Commercial Loading" parking space adjacent to the facility would provide access for delivery of materials.

Staff visited the site and verified that the area of Cleveland Avenue between W. 22nd Street and W. 23rd street is primarily commercial and public parking is heavily utilized. There are approximately 60 feet of unrestricted curbside parking available on the west side of the property which provides parking for approximately three (3) vehicles. The side entrance for the business, located on the south side of the property on W. 23rd Street, allows for easy access for delivery of materials.

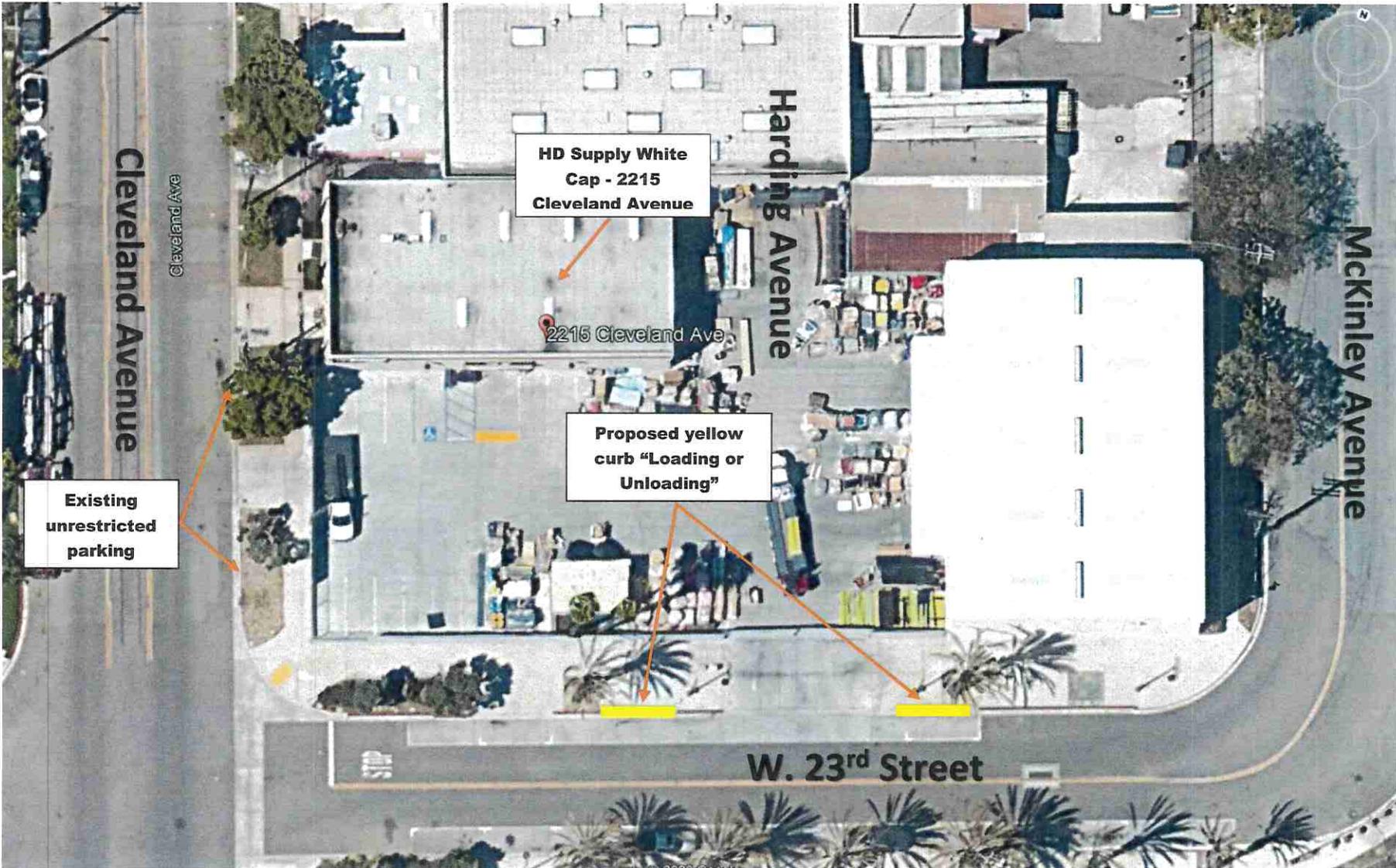
This item was presented to the Traffic Safety Committee on July 15, 2020. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee unanimously approved staff's recommendation for the following traffic safety enhancements:

1. Install of 40 feet of yellow curb "Commercial Loading" on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue, to allow for loading or unloading of materials.

It shall be noted that per National City Municipal Code Section 11.32.190 - Curb Markings, yellow curb parking zones allow for loading / unloading of materials for up to 20 minutes, and loading / unloading of passengers for up to 3 minutes.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2020-07)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JULY 8, 2020**

ITEM NO. 2020-07

ITEM TITLE: REQUEST TO INSTALL 40 FEET OF PARALLEL YELLOW CURB "LOADING OR UNLOADING" PARKING ON THE NORTH SIDE OF W. 23RD STREET, ADJACENT TO 2215 CLEVELAND AVENUE TO ALLOW FOR LOADING OR UNLOADING OF MATERIALS

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Mr. Chris Reitzel, Construction Manager for HD Supply White Cap, has requested a yellow curb "Commercial Loading" parking space on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue, to facilitate the loading and unloading of materials.

HD Supply White Cap is located on the northeast corner of Cleveland Avenue and W. 23rd Street. Mr. Reitzel has stated that parking spaces on W. 23rd Street are frequently occupied by large trucks for several days and that a yellow curb "Commercial Loading" parking space adjacent to the facility would provide access for delivery of materials.

Staff visited the site and verified that the area of Cleveland Avenue between W. 22nd Street and W. 23rd street is primarily commercial and public parking is heavily utilized. There are approximately 60 feet of unrestricted curbside parking available on the west side of the property which provides parking for approximately three (3) vehicles. The side entrance for the business, located on the south side of the property on W. 23rd Street, allows for easy access for delivery of materials.

It shall be noted that per National City Municipal Code Section 11.32.190 - Curb Markings, yellow curb parking zones allow for loading / unloading of materials for up to 20 minutes, and loading / unloading of passengers for up to 3 minutes.

STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends the installation of 40 feet of parallel yellow curb "loading or unloading" parking on the north side of W. 23rd Street, adjacent to 2215 Cleveland Avenue, in order to facilitate the loading or unloading of materials.

ATTACHMENTS:

1. Correspondence
2. Public Notice
3. Location Map
4. Photos



PUBLIC REQUEST FORM

Contact Information

Name:	<u>Chris Reitzel</u>
Address:	<u>2215 Cleveland Ave National City</u>
Phone:	_____
Email:	_____

Request Information

Location:	<u>Side of property W 23rd St</u>
Request:	<u>To make the side of the street that touches our property a loading zone. Currently car haulers and other vehicles park there for multiple days not allowing us room to unload and stage our truck.</u>
Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description:	<u>Google earth shot and some pics</u>

Internal Use Only:

Request Received By:	_____	Date:	_____			
Received via:	<input type="checkbox"/> Counter/In-Person	<input type="checkbox"/> Telephone	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Referral:	_____
Assigned To:	_____					
Notes:	_____					



Loading Zone

STOP W 23rd St





July 1, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-07

REQUEST TO INSTALL 40 FEET OF PARALLEL YELLOW CURB "LOADING OR UNLOADING" PARKING ON THE NORTH SIDE OF W. 23RD STREET, ADJACENT TO 2215 CLEVELAND AVENUE TO ALLOW FOR LOADING OR UNLOADING OF MATERIALS

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, July 8, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/96168702920?pwd=MERPTjdhMzhNYs9iUGxEajdWVTVpQT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 961 6870 2920

Password: 820120

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-07.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

Enclosure: Location Map
2020-07

Location Map with Recommended Enhancements (TSC Item: 2020-07)



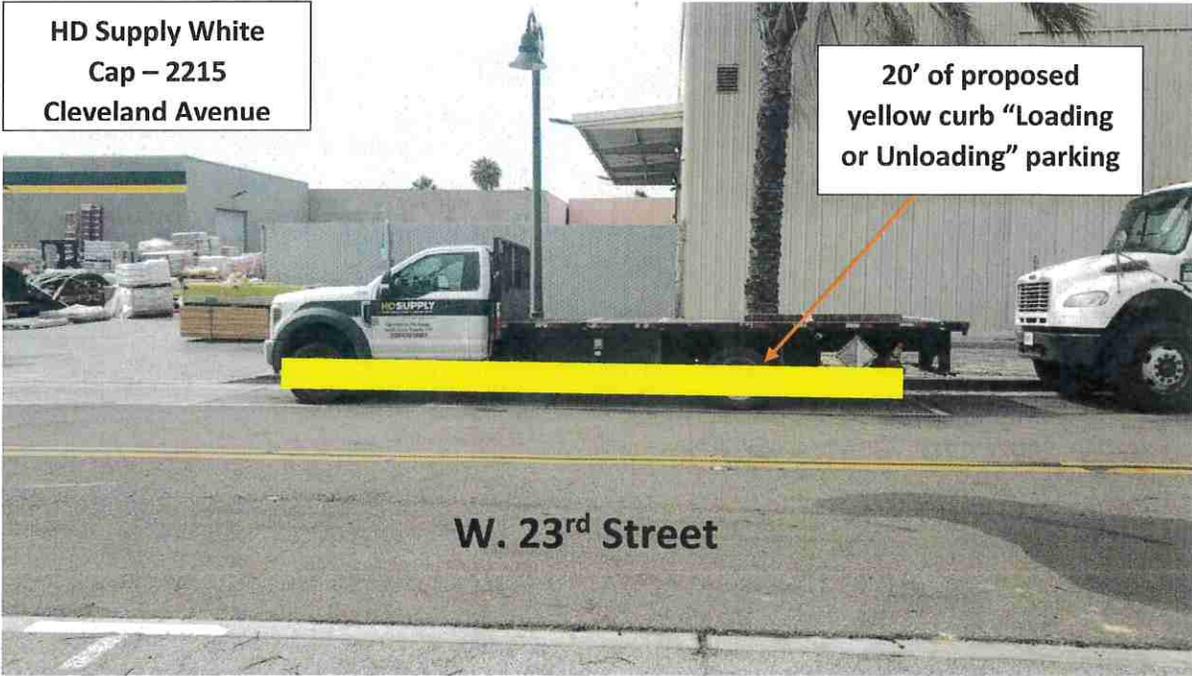


HD Supply White Cap –
2215 Cleveland
Avenue

40' of proposed
yellow curb "Loading
or Unloading" parking

W. 23rd Street

Location of proposed yellow curb "Loading or Unloading" parking on W. 23rd Street (looking east)



HD Supply White
Cap – 2215
Cleveland Avenue

20' of proposed
yellow curb "Loading
or Unloading" parking

W. 23rd Street

Location of proposed yellow curb "Loading or Unloading" parking on W. 23rd Street (looking north)



Location of proposed yellow curb "Loading or Unloading" parking on W. 23rd Street (looking east)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF 40 FEET OF YELLOW CURB
“COMMERCIAL LOADING” ON THE NORTH SIDE OF WEST 23RD STREET,
ADJACENT TO 2215 CLEVELAND AVENUE, TO ALLOW FOR LOADING OR
UNLOADING OF MATERIALS (TSC NO. 2020-07)**

WHEREAS, Chris Reitzel, Construction Manager for HD Supply White Cap, has requested a yellow curb “Commercial Loading” parking space on the north side of West 23rd Street, adjacent to 2215 Cleveland Avenue, to facilitate the loading and unloading of materials; and

WHEREAS, HD Supply White Cap is located on the northeast corner of Cleveland Avenue and West 23rd Street; and

WHEREAS, requester has stated that parking spaces on West 23rd Street are frequently occupied by large trucks for several days and that a yellow curb “Commercial Loading” parking space adjacent to the facility would provide access for delivery of materials; and

WHEREAS, Staff visited the site and verified that the area of Cleveland Avenue between West 22nd Street and West 23rd street is primarily commercial and public parking is heavily utilized; and

WHEREAS, City staff confirmed approximately 60 feet of unrestricted curbside parking available on the west side of the property which provides parking for approximately three (3) vehicles and the side entrance for the business, located on the south side of the property on West 23rd Street, allows for easy access for delivery of materials; and

WHEREAS, on July 15, 2020, the Traffic Safety Committee voted unanimously to recommend the installation of 40 feet of yellow curb “Commercial Loading” on the north side of West 23rd Street, adjacent to 2215 Cleveland Avenue, to allow for loading or unloading of materials.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of 40 feet of yellow curb “Commercial Loading” on the north side of West 23rd Street, adjacent to 2215 Cleveland Avenue, to allow for loading or unloading of materials (TSC No. 2020-07).

PASSED and ADOPTED this 18st day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of three \(3\) marked parallel “30-minute” parking spaces in front of the properties located at 127, 131-133 and 135-139 E. 8th Street to increase parking turnover for customers \(TSC No. 2020-08\).](#)
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.

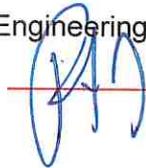
ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of three (3) marked parallel "30-minute" parking spaces in front of the properties located at 127, 131-133 and 135-139 E. 8th Street to increase parking turnover for customers (TSC No. 2020-08).

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the installation of three (3) marked parallel "30-minute" parking spaces in front of the properties located at 127, 131-133 and 135-139 E. 8th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on July 15, 2020, the Traffic Safety Committee approved staff's recommendation to install 3 marked parallel "30-minute" parking spaces in front of the properties located at 127, 131-133 and 135-139 E. 8th Street.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on July 15, 2020 (TSC No. 2020-08)
3. Resolution

EXPLANATION

Mr. Mark Vogel, owner of "Pawnshop-We Lend More, Inc." (Pawnshop), located at 131-133 E. 8th Street, has requested time restricted parking on the north side of E. 8th Street, west of "B" Avenue, in front of Pawnshop in order to increase parking turnover for customers. Mr. Vogel stated that customers are unable to find on-street parking nearby and are forced to drive out of the area in order to find available parking. Mr. Vogel also stated that the businesses "Simon & Simon Jewelry & Loan" located at 139 E. 8th Street, "PRO Hair Cutters" located at 135 E. 8th Street, and the owner of the empty property located at 127 E. 8th Street, would like to have the "30-minute" parking spaces as well.

Staff visited the site and verified that Pawnshop does not have off-street parking for customers. There are approximately three (3) marked unrestricted parallel parking spaces in front of the buildings located on the north side of "A" Avenue, between "B" Avenue and the Alley.

Staff received notifications from the property owners of the properties located at 135-139 E. 8th Street and 127 E. 8th Street, located on the east and west side of Pawnshop. They confirmed that parking spaces in front of the building are frequently occupied by vehicles all day and agreed that the installation of "30-minute" parking spaces will increase parking turnover for the customers of the businesses.

This item was presented to the Traffic Safety Committee on July 15, 2020. Staff notified all of the property owners and the businesses inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions. No one was in attendance to speak in support of the item.

Staff presented the results of the site evaluation to the Traffic Safety Committee and recommended the installation of three (3) marked parallel "30-minute" parking spaces located on the north side of E. 8th Street, west of "B" Avenue, in front of the properties located at 127, 131-133 and 135-139 E. 8th Street. After discussion, the Traffic Safety Committee voted unanimously to approve staff's recommendation.

If approved by City Council all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2020-08)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JULY 15, 2020**

ITEM NO. 2020-08

ITEM TITLE: REQUEST TO INSTALL THREE (3) MARKED PARALLEL "30-MINUTE" PARKING SPACES IN FRONT OF THE PROPERTIES LOCATED AT 127, 131-133 AND 135-139 E. 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Mr. Mark Vogel, owner of "Pawnshop-We Lend More, Inc." (Pawnshop), located at 131-133 E. 8th Street, has requested time restricted parking on the north side of E. 8th Street, west of "B" Avenue, in front of Pawnshop in order to increase parking turnover for customers. Mr. Vogel stated that customers are unable to find on-street parking nearby and are forced to drive out of the area in order to find available parking. Mr. Vogel also stated that the businesses "Simon & Simon Jewelry & Loan" located at 139 E. 8th Street, "PRO Hair Cutters" located at 135 E. 8th Street and the owner of the empty property located at 127 E. 8th Street would like to have the "30-minute" parking spaces as well.

Staff visited the site and verified that Pawnshop does not have off-street parking for customers. There are approximately three (3) marked unrestricted parallel parking spaces in front of the buildings located on the north side of "A" Avenue, between "B" Avenue and the Alley.

Staff received notifications from the property owners of the properties located at 135-139 E. 8th Street and 127 E. 8th Street, located on the east and west side of Pawnshop. They confirmed that parking spaces in front of the building are frequently occupied by vehicles all day and agreed that the installation of "30-minute" parking spaces will increase parking turnover for the customers of the businesses. Staff also notified all of the property owners and the businesses inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions.

STAFF RECOMMENDATION:

Staff recommends the installation of three (3) marked parallel "30-minute" parking spaces located on the north side of E. 8th Street, west of "B" Avenue, in front of the properties located at 127, 131-133 and 135-139 E. 8th Street to increase parking turnover for customers.

EXHIBITS:

1. Correspondence
2. Public Notice
3. Location Map
4. Photos



PUBLIC REQUEST FORM

Contact Information

Name: Marc Vogel

Address: 131-133 East 8th Street

Phone: _____ Email: _____

Request Information

Location: 131-133 East 8th Street

Request: I own the property and business at 131-133 East 8th Street.
I wanted to see how we could make the parking on our block 30 minute parking (green curb)
The block just west of us already has it

Attachments: Yes No Description: _____

Internal Use Only:

Request Received By: L. Zappiello Date: April 18, 2020

Received via: Counter/In-Person Telephone Email Fax Referral: _____

Assigned To: L. Zappiello

Notes: _____



June 30, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-08

REQUEST TO INSTALL 75 FEET "30-MINUTE PARKING" LOCATED ON THE NORTH SIDE OF E. 8TH STREET, WEST OF "B" AVENUE, IN FRONT OF THE BUSINESSES LOCATED AT 127-139 E. 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, July 15, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/96168702920?pwd=MERPTjdMzhNYS9iUGxEajdWVTpQT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 961 6870 2920

Password: 820120

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-08.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:lz

Enclosure: Location Map

2020-08

Location Map with Recommended Enhancements (TSC Item: 2020-08)





Proposed three (3) marked parallel "30-Minute" parking spaces

E. 8th Street

Location of proposed parking restriction "30-minute" parking on E. 8th Street (looking west)



127 E. 8th St.

131-133 E. 8th St.

135 E. 8th St.

139 E. 8th St.

Proposed three (3) marked parallel "30-Minute" parking spaces

E. 8th Street

Location of proposed parking restriction "30-minute" parking on E. 8th Street (looking east)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF THREE (3) MARKED PARALLEL “30-MINUTE”
PARKING SPACES IN FRONT OF THE PROPERTIES LOCATED AT 127, 131-133 AND
135-139 EAST 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS
(TSC NO. 2020-08)**

WHEREAS, Mark Vogel, owner of “Pawnshop-We Lend More, Inc.” (Pawnshop), located at 131-133 East 8th Street, has requested time restricted parking on the north side of East 8th Street, west of “B” Avenue, in front of Pawnshop in order to increase parking turnover for customers; and

WHEREAS, property owner stated that customers are unable to find on-street parking nearby and are forced to drive out of the area in order to find available parking; and

WHEREAS, property owner also stated that “Simon & Simon Jewelry & Loan” located at 139 East 8th Street, “PRO Hair Cutters” located at 135 East 8th Street, and the owner of the empty property located at 127 East 8th Street, would like to have the “30-minute” parking spaces as well; and

WHEREAS, City staff visited the site and verified that the Pawnshop does not have off-street parking for customers and that there are approximately three (3) marked unrestricted parallel parking spaces in front of the buildings located on the north side of “A” Avenue, between “B” Avenue and the Alley; and

WHEREAS, City Staff received notifications from the property owners of the properties located at 135-139 East 8th Street and 127 East 8th Street, located on the east and west side of the Pawnshop confirmed that the parking spaces in front of the building are frequently occupied by vehicles all day and agreed that the installation of “30-minute” parking spaces will increase parking turnover for the customers of their businesses; and

WHEREAS, on July 15, 2020, the Traffic Safety Committee voted unanimously to recommend the installation of three (3) marked parallel “30-minute” parking spaces located on the north side of East 8th Street, west of “B” Avenue, in front of the properties located at 127, 131-133 and 135-139 East 8th Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of three (3) marked parallel “30-minute” parking spaces located on the north side of East 8th Street, west of “B” Avenue, in front of the properties located at 127, 131-133 and 135-139 East 8th Street to increase parking turnover for customers (TSC No. 2020-08).

PASSED and ADOPTED this 18st day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the extension of the existing 45 feet of parallel “2-hour” parking spaces by an additional 35 feet, for a total of 80 feet of “2-hour” parking spaces located in front of the properties located at 2928-2940 E. 8th Street to increase parking turnover for customers \(TSC No. 2020-09\). \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.

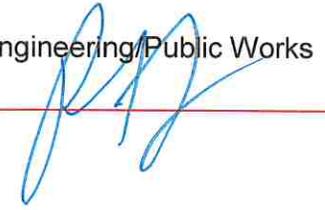
ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the extension of the existing 45 feet of parallel "2-hour" parking spaces by an additional 35 feet, for a total of 80 feet of "2-hour" parking spaces located in front of the properties located at 2928-2940 E. 8th Street to increase parking turnover for customers (TSC No. 2020-09).

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the extension of the existing 45 feet of parallel "2-hour" parking spaces by an additional 35 feet, located in front of the properties located at 2928-2940 E. 8th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on July 15, 2020, the Traffic Safety Committee approved staff's recommendation to extend the existing 45 feet of parallel "2-hour" parking spaces by an additional 35 feet.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on July 15, 2019 (TSC No. 2020-09)
3. Resolution

EXPLANATION

Ms. Beverly Jacobson, owner of the properties located at 2928-2940 E. 8th Street, has requested an extension of the existing 45 feet of parallel "2-hour" parking spaces by an additional 35 feet in front of her properties in order to increase parking turnover for customers. Ms. Jacobson stated that there are three different businesses located at the properties that do not have sufficient parking for their customers. Ms. Beth Banayo from "Accounting & Income Tax Services", a tenant located at Ms. Jacobson's property, stated that it is very challenging for her customers to find available parking spaces since they are frequently occupied by vehicles owned by the residents of the apartments that are located around the properties. Ms. Banayo, stated that the extension of the "2-hour" parking spaces would increase parking turnover for the customers of the businesses.

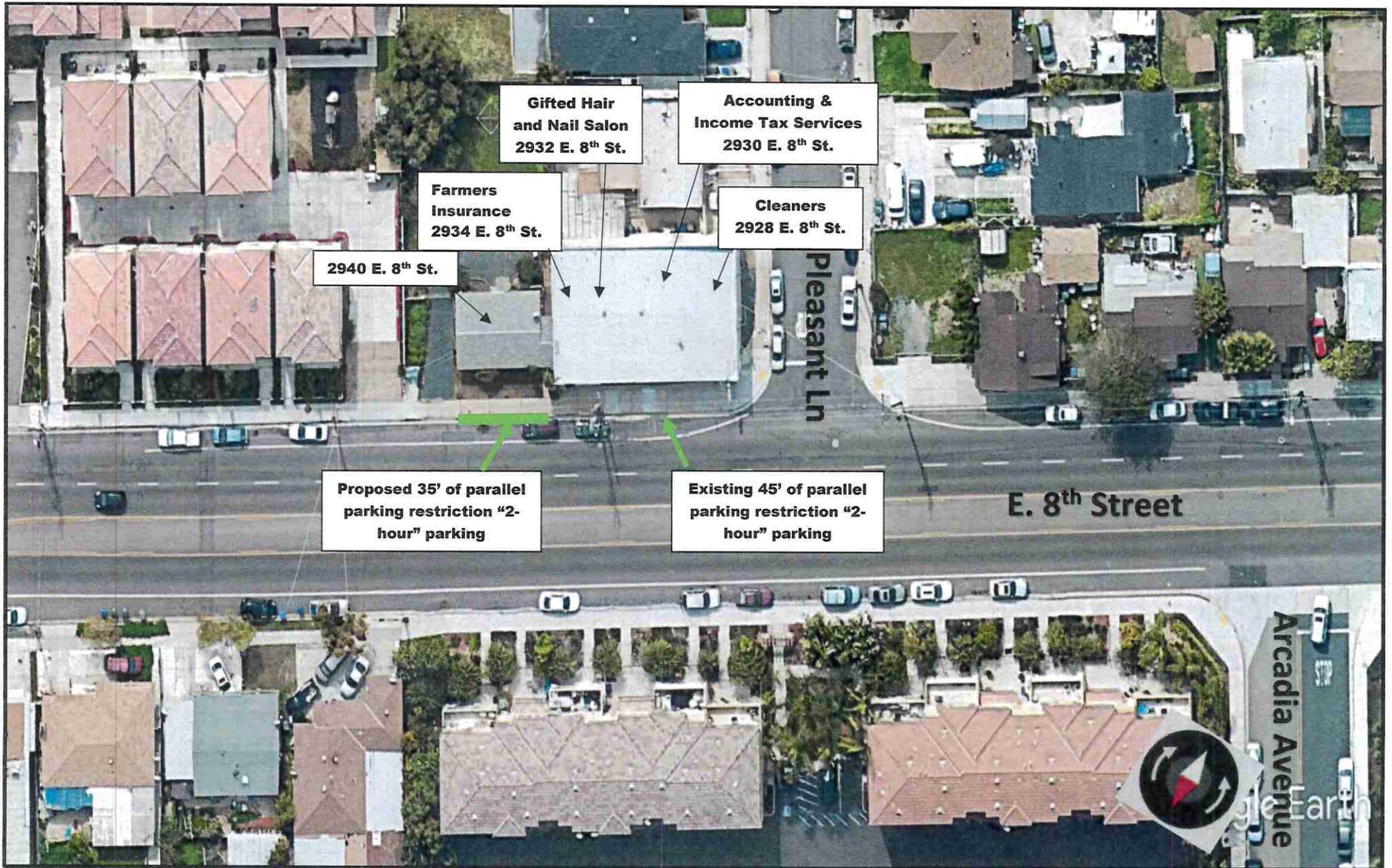
Staff visited the site and verified that the properties do not have off-street parking for customers. Staff verified that there are approximately 45 feet of parallel "2-hour" parking spaces in front of the properties located at 2928-2934 E. 8th Street and there are approximately 35 feet of unrestricted parking spaces in front of the property located at 2940 E. 8th Street. Staff confirmed that Ms. Beverly Jacobson is the owner of the above mentioned properties.

This item was presented to the Traffic Safety Committee on July 15, 2020. Staff notified all of the property owners and the businesses inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions. No one was in attendance to speak in support of the item.

Staff presented the results of the site evaluation to the Traffic Safety Committee and recommended the extension of the existing 45 feet of parallel "2-hour" parking spaces by an additional 35 feet, for a total of 80 feet of "2-hour" parking spaces located in front of the properties located at 2928-2940 E. 8th Street. After discussion, the Traffic Safety Committee voted unanimously to approve staff's recommendation.

If approved by City Council all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2020-09)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JULY 15, 2020**

ITEM NO. 2020-09

ITEM TITLE: REQUEST TO EXTEND THE EXISTING 45 FEET OF PARALLEL "2-HOUR" PARKING SPACES BY AN ADDITIONAL 35 FEET, FOR A TOTAL OF 80 FEET OF "2-HOUR" PARKING SPACES LOCATED IN FRONT OF THE PROPERTIES LOCATED AT 2928-2940 E. 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil Engineering & Public Works Department

DISCUSSION:

Ms. Beverly Jacobson, owner of the properties located at 2928-2940 E. 8th Street, has requested an extension of the existing 45 feet of parallel "2-hour" parking spaces by an additional 35 feet in front of her properties in order to increase parking turnover for customers. Ms. Jacobson stated that there are three different businesses located at the properties that do not have sufficient parking for their customers. Ms. Beth Banayo from "Accounting & Income Tax Services", a tenant located at Ms. Jacobson's property, stated that it is very challenging for her customers to find available parking spaces since they are frequently occupied by vehicles owned by the residents of the apartments that are located around the properties. Ms. Banayo, stated that the extension of the "2-hour" parking spaces would increase parking turnover for the customers of the businesses.

Staff visited the site and verified that the properties do not have off-street parking for customers. Staff verified that there are approximately 45 feet of parallel "2-hour" parking spaces in front of the properties located at 2928-2934 E. 8th Street and there are approximately 35 feet of unrestricted parking spaces in front of the property located at 2940 E. 8th Street. Staff confirmed that Ms. Beverly Jacobson is the owner of the above mentioned properties. Staff also notified all of the businesses and invited them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions.

STAFF RECOMMENDATION:

Staff recommends the extension of the existing 45 feet of parallel "2-hour" parking spaces by an additional 35 feet, for a total of 80 feet of "2-hour" parking spaces located in front of the properties located at 2928-2940 E. 8th street to increase parking turnover for customers.

EXHIBITS:

1. Public Request
2. Location Map
3. Photos



PUBLIC REQUEST FORM

Contact Information

Name: Beth Banayo

Address: 2928 - 2940 E. 8th Street in National City

Phone: _____ Email: _____

Request Information

Location: 2928 - 2940 E. 8th Street in National City

Request: Since the multiple residential buildings were built around my house and commercial building, parking has been an issue. Recently Beth Banayo contacted your office with a plea for help with this problem. Her request is that the green curb line be extended in front of the entire property.

Attachments: Yes No Description: _____

Internal Use Only:

Request Received By: L. Zappiello Date: 01/23/2020

Received via: Counter/In-Person Telephone Email Fax Referral: _____

Assigned To: L. Zappiello

Notes: _____



June 30, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-09

REQUEST TO INSTALL 35 FEET "2-HOUR PARKING" LOCATED ON THE SOUTH SIDE OF E. 8TH STREET, EAST OF PLEASANT LANE, IN FRONT OF THE ADDRESSES LOCATED AT 2928-2940 E. 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, July 15, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/96168702920?pwd=MERPTjdhMzhNYs9iUGxEajdWVTvpQT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 961 6870 2920

Password: 820120

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-09.

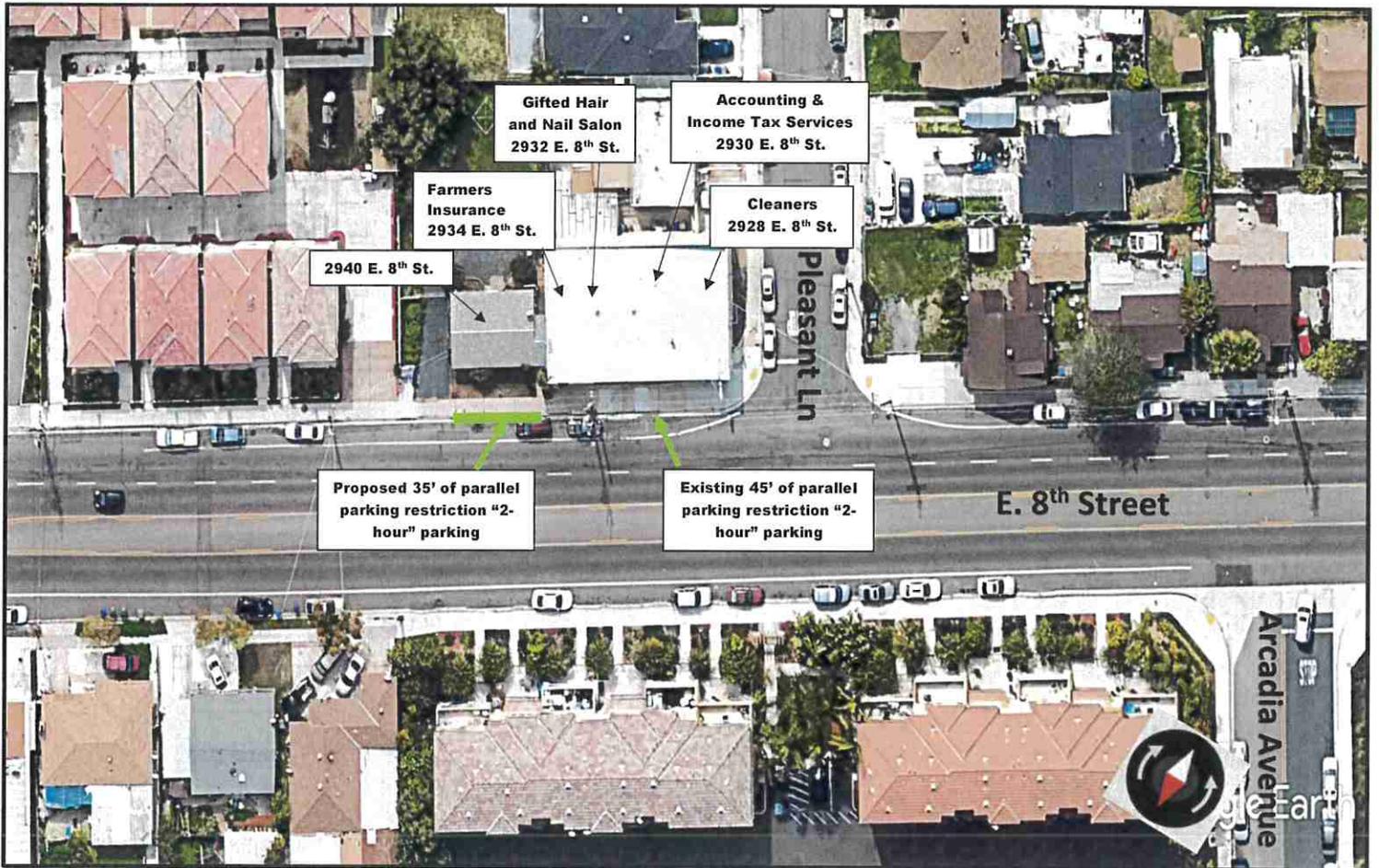
Sincerely,

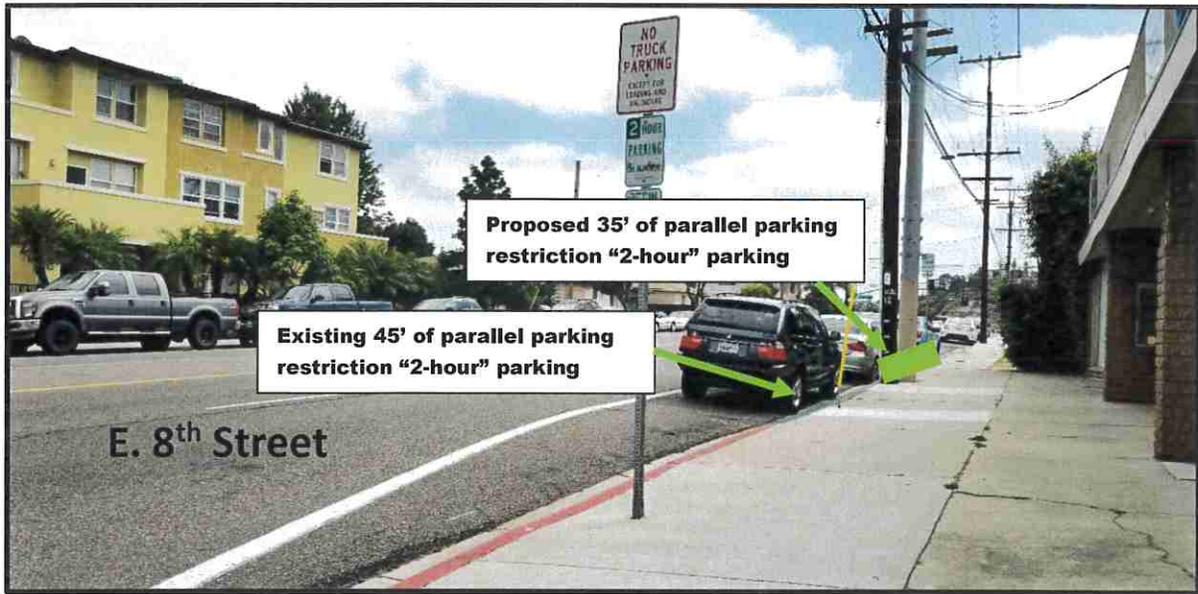
Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:lz

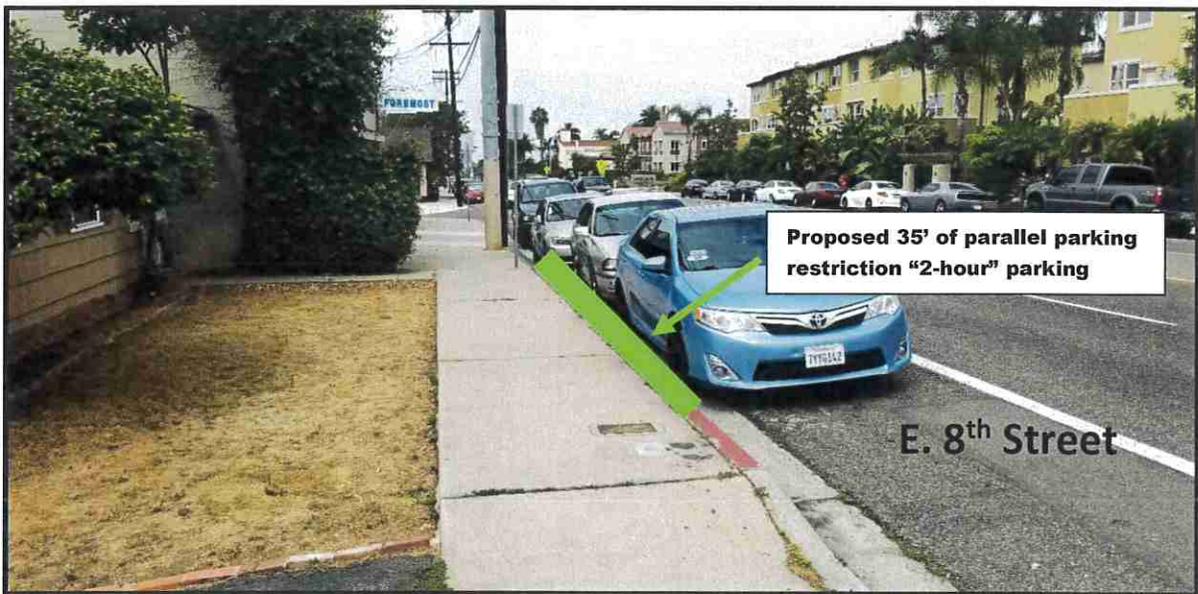
Enclosure: Location Map
2020-09

Location Map with Recommended Enhancements (TSC Item: 2020-09)





Location of proposed parking restriction "2-hour" parking on E. 8th Street (looking east)



Location of proposed parking restriction "2-hour" parking on E. 8th Street (looking west)



Location of proposed parking restriction "2-hour" parking on E. 8th Street (looking east)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE EXTENSION OF THE EXISTING 45 FEET OF PARALLEL “2-
HOUR” PARKING SPACES BY AN ADDITIONAL 35 FEET, FOR A TOTAL OF 80
FEET OF “2-HOUR” PARKING SPACES LOCATED IN FRONT OF THE
PROPERTIES LOCATED AT 2928-2940 EAST 8TH STREET TO INCREASE
PARKING TURNOVER FOR CUSTOMERS
(TSC NO. 2020-09)**

WHEREAS, Beverly Jacobson, owner of the properties located at 2928-2940 East 8th Street, has requested an extension of the existing 45 feet of parallel “2-hour” parking spaces by an additional 35 feet in front of her properties in order to increase parking turnover for customers; and

WHEREAS, property owner stated that there are three (3) different businesses located at the properties that do not have sufficient parking for their customers; and

WHEREAS, City staff visited the site and verified that the properties do not have off-street parking for customers; and

WHEREAS, City staff also verified that there are approximately 45 feet of parallel “2-hour” parking spaces in front of the properties located at 2928-2934 East 8th Street and approximately 35 feet of unrestricted parking spaces in front of the property located at 2940 East 8th Street; and

WHEREAS, on July 15, 2020, the Traffic Safety Committee voted unanimously to recommend the extension of the existing 45 feet of parallel “2-hour” parking spaces by an additional 35 feet, for a total of 80 feet of “2-hour” parking spaces located in front of the properties located at 2928-2940 East 8th Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the extension of the existing 45 feet of parallel “2-hour” parking spaces by an additional 35 feet, for a total of 80 feet of “2-hour” parking spaces located in front of the properties located at 2928-2940 East 8th Street to increase parking turnover for customers (TSC No. 2020-19).

PASSED and ADOPTED this 18st day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended April 30, 2020. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended April 30, 2020.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralvito*

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XI A of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending April 30, 2020.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralvito* **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended April 30, 2020.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/02/2020	60934N807	528.98	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	528.98	0.00	528.98	0.00
Purchase	04/05/2020	60934N807	5,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	5,000.00	0.00	5,000.00	0.00
Purchase	04/08/2020	3133ELWD2	565,000.00	FFCB Note 0.375% Due 4/8/2022	99.852	0.45%	564,163.80	0.00	564,163.80	0.00
Purchase	04/13/2020	60934N807	3,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	3,750.00	0.00	3,750.00	0.00
Purchase	04/15/2020	60934N807	211.79	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	211.79	0.00	211.79	0.00
Purchase	04/15/2020	60934N807	176.61	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	176.61	0.00	176.61	0.00
Purchase	04/15/2020	60934N807	579.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	579.00	0.00	579.00	0.00
Purchase	04/15/2020	60934N807	148.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	148.33	0.00	148.33	0.00
Purchase	04/15/2020	60934N807	190,280.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	190,280.25	0.00	190,280.25	0.00
Purchase	04/15/2020	60934N807	400,613.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	400,613.33	0.00	400,613.33	0.00
Purchase	04/15/2020	60934N807	1,466.76	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	1,466.76	0.00	1,466.76	0.00
Purchase	04/15/2020	60934N807	15,825.19	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	15,825.19	0.00	15,825.19	0.00
Purchase	04/15/2020	60934N807	23,857.95	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	23,857.95	0.00	23,857.95	0.00
Purchase	04/15/2020	90LAIF\$00	27,503.84	Local Agency Investment Fund State Pool	1.000	1.74%	27,503.84	0.00	27,503.84	0.00
Purchase	04/20/2020	60934N807	460,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	460,000.00	0.00	460,000.00	0.00
Purchase	04/20/2020	60934N807	3,162.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	3,162.50	0.00	3,162.50	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/20/2020	60934N807	12,720.66	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	12,720.66	0.00	12,720.66	0.00
Purchase	04/20/2020	60934N807	10,894.15	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	10,894.15	0.00	10,894.15	0.00
Purchase	04/21/2020	60934N807	93.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	93.92	0.00	93.92	0.00
Purchase	04/21/2020	60934N807	17,233.42	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	17,233.42	0.00	17,233.42	0.00
Purchase	04/29/2020	62479LHU2	625,000.00	MUFG Bank Ltd Discount CP 0.4% Due 8/28/2020	99.866	0.41%	624,159.72	0.00	624,159.72	0.00
Purchase	04/30/2020	60934N807	3,437.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,437.50	0.00	3,437.50	0.00
Subtotal			2,367,484.18				2,365,807.70	0.00	2,365,807.70	0.00
Security Contribution	04/30/2020	90SDCP\$00	149,000.00	County of San Diego Pooled Investment Pool	1.000		149,000.00	0.00	149,000.00	0.00
Subtotal			149,000.00				149,000.00	0.00	149,000.00	0.00
TOTAL ACQUISITIONS			2,516,484.18				2,514,807.70	0.00	2,514,807.70	0.00
DISPOSITIONS										
Sale	04/08/2020	60934N807	564,163.80	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	564,163.80	0.00	564,163.80	0.00
Sale	04/29/2020	60934N807	624,159.72	Federated Investors Govt Oblig Fund Inst.	1.000	0.12%	624,159.72	0.00	624,159.72	0.00
Subtotal			1,188,323.52				1,188,323.52	0.00	1,188,323.52	0.00
Paydown	04/15/2020	02582JHE3	190,000.00	American Express Credit Trust 2017-3 A 1.77% Due 11/15/2022	100.000		190,000.00	280.25	190,280.25	3,681.25
Paydown	04/15/2020	161571GX6	400,000.00	Chase Issuance Trust 2015-A4 A4 1.84% Due 4/15/2022	100.000		400,000.00	613.33	400,613.33	62.50
Paydown	04/15/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	148.33	148.33	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	04/15/2020	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	211.79	211.79	0.00
Paydown	04/15/2020	47788EAB4	1,463.32	John Deere Owner Trust 2018-B A2 2.83% Due 4/15/2021	100.000		1,463.32	3.44	1,466.76	0.06
Paydown	04/15/2020	47789JAB2	15,551.70	John Deere Owner Trust 2019-A A2 2.85% Due 12/15/2021	100.000		15,551.70	273.49	15,825.19	0.71
Paydown	04/15/2020	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	176.61	176.61	0.00
Paydown	04/15/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	579.00	579.00	0.00
Paydown	04/15/2020	89238KAD4	23,490.66	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		23,490.66	367.29	23,857.95	65.15
Paydown	04/20/2020	43814UAG4	12,304.56	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 5/18/2022	100.000		12,304.56	416.10	12,720.66	0.27
Paydown	04/20/2020	43814WAB1	10,701.80	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		10,701.80	192.35	10,894.15	0.69
Paydown	04/21/2020	43813RAC1	0.00	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		0.00	93.92	93.92	0.00
Paydown	04/21/2020	43815HAC1	16,614.72	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		16,614.72	618.70	17,233.42	2.28
Subtotal			670,126.76				670,126.76	3,974.60	674,101.36	3,812.91
Maturity	04/20/2020	3137EAEF2	460,000.00	FHLMC Note 1.375% Due 4/20/2020	100.000		460,000.00	0.00	460,000.00	2,258.60
Subtotal			460,000.00				460,000.00	0.00	460,000.00	2,258.60



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	04/03/2020	60934N807	2,294.33	Federated Investors Govt Oblig Fund Inst.	1.000		2,294.33	0.00	2,294.33	0.00
Subtotal			2,294.33				2,294.33	0.00	2,294.33	0.00
TOTAL DISPOSITIONS			2,320,744.61				2,320,744.61	3,974.60	2,324,719.21	6,071.51
OTHER TRANSACTIONS										
Interest	04/05/2020	3135G0T78	500,000.00	FNMA Note 2% Due 10/5/2022	0.000		5,000.00	0.00	5,000.00	0.00
Interest	04/13/2020	3135G0U27	300,000.00	FNMA Note 2.5% Due 4/13/2021	0.000		3,750.00	0.00	3,750.00	0.00
Interest	04/20/2020	3137EAEF2	460,000.00	FHLMC Note 1.375% Due 4/20/2020	0.000		3,162.50	0.00	3,162.50	0.00
Interest	04/30/2020	912828Q78	500,000.00	US Treasury Note 1.375% Due 4/30/2021	0.000		3,437.50	0.00	3,437.50	0.00
Subtotal			1,760,000.00				15,350.00	0.00	15,350.00	0.00
Dividend	04/02/2020	60934N807	704,476.05	Federated Investors Govt Oblig Fund Inst.	0.000		528.98	0.00	528.98	0.00
Dividend	04/15/2020	90LAIF\$00	496,866,383.72	Local Agency Investment Fund State Pool	0.000		27,503.84	0.00	27,503.84	0.00
Subtotal			497,570,859.77				28,032.82	0.00	28,032.82	0.00
TOTAL OTHER TRANSACTIONS			499,330,859.77				43,382.82	0.00	43,382.82	0.00

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended May 31, 2020. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended May 31, 2020.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralento*

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XI A of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending May 31, 2020.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralento* **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended May 31, 2020.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2020	60934N807	455,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	455,000.00	0.00	455,000.00	0.00
Purchase	05/01/2020	60934N807	3,128.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,128.13	0.00	3,128.13	0.00
Purchase	05/03/2020	60934N807	11,100.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,100.00	0.00	11,100.00	0.00
Purchase	05/04/2020	60934N807	12.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	12.75	0.00	12.75	0.00
Purchase	05/07/2020	3137EAER6	600,000.00	FHLMC Note 0.375% Due 5/5/2023	99.958	0.39%	599,748.00	0.00	599,748.00	0.00
Purchase	05/11/2020	60934N807	6,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,000.00	0.00	6,000.00	0.00
Purchase	05/15/2020	60934N807	400,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	400,000.00	0.00	400,000.00	0.00
Purchase	05/15/2020	60934N807	16,375.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	16,375.00	0.00	16,375.00	0.00
Purchase	05/15/2020	60934N807	579.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	579.00	0.00	579.00	0.00
Purchase	05/15/2020	60934N807	155.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	155.83	0.00	155.83	0.00
Purchase	05/15/2020	60934N807	211.79	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	211.79	0.00	211.79	0.00
Purchase	05/15/2020	60934N807	148.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	148.33	0.00	148.33	0.00
Purchase	05/15/2020	60934N807	18,800.81	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	18,800.81	0.00	18,800.81	0.00
Purchase	05/15/2020	60934N807	20,773.73	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	20,773.73	0.00	20,773.73	0.00
Purchase	05/17/2020	60934N807	5,625.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,625.00	0.00	5,625.00	0.00
Purchase	05/18/2020	60934N807	4,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,300.00	0.00	4,300.00	0.00

Transaction Ledger

As of May 31, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/18/2020	60934N807	11,279.96	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,279.96	0.00	11,279.96	0.00
Purchase	05/18/2020	60934N807	9,654.02	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9,654.02	0.00	9,654.02	0.00
Purchase	05/19/2020	60934N807	3,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,900.00	0.00	3,900.00	0.00
Purchase	05/21/2020	60934N807	93.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	93.92	0.00	93.92	0.00
Purchase	05/21/2020	60934N807	15,445.57	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	15,445.57	0.00	15,445.57	0.00
Purchase	05/22/2020	3135G04Q3	645,000.00	FNMA Note 0.25% Due 5/22/2023	99.699	0.35%	643,058.55	0.00	643,058.55	0.00
Purchase	05/28/2020	60934N807	406,912.03	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	406,912.03	0.00	406,912.03	0.00
Purchase	05/29/2020	60934N807	5,296.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,296.88	0.00	5,296.88	0.00
Purchase	05/31/2020	60934N807	27,006.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	27,006.25	0.00	27,006.25	0.00
Subtotal			2,666,799.00				2,664,605.55	0.00	2,664,605.55	0.00
Security Contribution	05/08/2020	90LAIF\$00	6,000,000.00	Local Agency Investment Fund State Pool	1.000		6,000,000.00	0.00	6,000,000.00	0.00
Security Contribution	05/28/2020	90LAIF\$00	7,000,000.00	Local Agency Investment Fund State Pool	1.000		7,000,000.00	0.00	7,000,000.00	0.00
Subtotal			13,000,000.00				13,000,000.00	0.00	13,000,000.00	0.00
TOTAL ACQUISITIONS			15,666,799.00				15,664,605.55	0.00	15,664,605.55	0.00
DISPOSITIONS										
Sale	05/07/2020	60934N807	599,748.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	599,748.00	0.00	599,748.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	05/22/2020	60934N807	643,058.55	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	643,058.55	0.00	643,058.55	0.00
Subtotal			1,242,806.55				1,242,806.55	0.00	1,242,806.55	0.00
Call	05/28/2020	22160KAJ4	400,000.00	Costco Wholesale Corp Callable Note Cont 4/18/2021 2.15% Due 5/18/2021	101.668	0.27%	406,673.14	238.89	406,912.03	5,465.14
Subtotal			400,000.00				406,673.14	238.89	406,912.03	5,465.14
Paydown	05/15/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	148.33	148.33	0.00
Paydown	05/15/2020	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	211.79	211.79	0.00
Paydown	05/15/2020	47789JAB2	18,564.26	John Deere Owner Trust 2019-A A2 2.85% Due 12/15/2021	100.000		18,564.26	236.55	18,800.81	0.85
Paydown	05/15/2020	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	155.83	155.83	0.00
Paydown	05/15/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	579.00	579.00	0.00
Paydown	05/15/2020	89238KAD4	20,444.22	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		20,444.22	329.51	20,773.73	56.70
Paydown	05/18/2020	43814UAG4	10,894.72	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 5/18/2022	100.000		10,894.72	385.24	11,279.96	0.24
Paydown	05/18/2020	43814WAB1	9,486.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		9,486.19	167.83	9,654.02	0.61
Paydown	05/21/2020	43813RAC1	0.00	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		0.00	93.92	93.92	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	05/21/2020	43815HAC1	14,867.71	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		14,867.71	577.86	15,445.57	2.04
Subtotal			74,257.10				74,257.10	2,885.86	77,142.96	60.44
Maturity	05/01/2020	3137EADR7	455,000.00	FHLMC Note 1.375% Due 5/1/2020	100.000		455,000.00	0.00	455,000.00	-5,332.60
Maturity	05/15/2020	459200HM6	400,000.00	IBM Corp Note 1.625% Due 5/15/2020	100.000		400,000.00	0.00	400,000.00	7,404.00
Subtotal			855,000.00				855,000.00	0.00	855,000.00	2,071.40
Security Withdrawal	05/05/2020	60934N807	2,305.67	Federated Investors Govt Oblig Fund Inst.	1.000		2,305.67	0.00	2,305.67	0.00
Security Withdrawal	05/31/2020	90SDCP\$00	21,000.00	County of San Diego Pooled Investment Pool	1.000		21,000.00	0.00	21,000.00	0.00
Subtotal			23,305.67				23,305.67	0.00	23,305.67	0.00
TOTAL DISPOSITIONS			2,595,369.32				2,602,042.46	3,124.75	2,605,167.21	7,596.98

OTHER TRANSACTIONS										
Interest	05/01/2020	3137EADR7	455,000.00	FHLMC Note 1.375% Due 5/1/2020	0.000		3,128.13	0.00	3,128.13	0.00
Interest	05/03/2020	037833AK6	700,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.000		8,400.00	0.00	8,400.00	0.00
Interest	05/03/2020	594918BG8	270,000.00	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	0.000		2,700.00	0.00	2,700.00	0.00
Interest	05/11/2020	369550BE7	400,000.00	General Dynamics Corp Note 3% Due 5/11/2021	0.000		6,000.00	0.00	6,000.00	0.00
Interest	05/15/2020	459200HM6	400,000.00	IBM Corp Note 1.625% Due 5/15/2020	0.000		3,250.00	0.00	3,250.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	05/15/2020	912828TY6	600,000.00	US Treasury Note 1.625% Due 11/15/2022	0.000		4,875.00	0.00	4,875.00	0.00
Interest	05/15/2020	912828WE6	600,000.00	US Treasury Note 2.75% Due 11/15/2023	0.000		8,250.00	0.00	8,250.00	0.00
Interest	05/17/2020	3137EAEK1	600,000.00	FHLMC Note 1.875% Due 11/17/2020	0.000		5,625.00	0.00	5,625.00	0.00
Interest	05/18/2020	22160KAJ4	400,000.00	Costco Wholesale Corp Callable Note Cont 4/18/2021 2.15% Due 5/18/2021	0.000		4,300.00	0.00	4,300.00	0.00
Interest	05/19/2020	857477AV5	400,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.000		3,900.00	0.00	3,900.00	0.00
Interest	05/20/2020	AB2NNB\$00	242,292.51	Amalgamated Bank Domestic CD 1.479% Due 8/20/2020	0.000		895.90	0.00	895.90	0.00
Interest	05/20/2020	BC2NNB\$00	242,292.51	Bank of China Domestic CD 1.479% Due 8/20/2020	0.000		883.63	0.00	883.63	0.00
Interest	05/20/2020	BK2NNB\$00	242,292.51	BOKF, National Association Domestic CD 1.479% Due 8/20/2020	0.000		883.63	0.00	883.63	0.00
Interest	05/20/2020	CD2NNB\$00	242,292.51	Cadence Bank, N.A Domestic CD 1.479% Due 8/20/2020	0.000		883.63	0.00	883.63	0.00
Interest	05/20/2020	HP2NNB\$00	242,292.51	Bank of Hapoalim B.M Domestic CD 1.479% Due 8/20/2020	0.000		883.63	0.00	883.63	0.00
Interest	05/20/2020	OZ2NNB\$00	242,292.51	Bank OZK Domestic CD 1.479% Due 8/20/2020	0.000		883.63	0.00	883.63	0.00
Interest	05/20/2020	SI2NNB\$00	242,292.51	Simmons Bank Domestic CD 1.479% Due 8/20/2020	0.000		883.63	0.00	883.63	0.00
Interest	05/20/2020	SS2NNB\$00	9,270.02	Southern States Bank Domestic CD 1.479% Due 8/20/2020	0.000		33.81	0.00	33.81	0.00
Interest	05/20/2020	SY2NNB\$00	63,116.12	Synergy Bank Domestic CD 1.479% Due 8/20/2020	0.000		230.18	0.00	230.18	0.00
Interest	05/20/2020	TW2NNB\$00	242,292.51	TowneBank Domestic CD 1.479% Due 8/20/2020	0.000		883.63	0.00	883.63	0.00

Transaction Ledger

As of May 31, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	05/29/2020	3130AABG2	565,000.00	FHLB Note 1.875% Due 11/29/2021	0.000		5,296.88	0.00	5,296.88	0.00
Interest	05/31/2020	912828G53	600,000.00	US Treasury Note 1.875% Due 11/30/2021	0.000		5,625.00	0.00	5,625.00	0.00
Interest	05/31/2020	912828M80	600,000.00	US Treasury Note 2% Due 11/30/2022	0.000		6,000.00	0.00	6,000.00	0.00
Interest	05/31/2020	912828M98	570,000.00	US Treasury Note 1.625% Due 11/30/2020	0.000		4,631.25	0.00	4,631.25	0.00
Interest	05/31/2020	912828WN6	550,000.00	US Treasury Note 2% Due 5/31/2021	0.000		5,500.00	0.00	5,500.00	0.00
Interest	05/31/2020	912828XR6	600,000.00	US Treasury Note 1.75% Due 5/31/2022	0.000		5,250.00	0.00	5,250.00	0.00
Subtotal			10,320,726.22				90,076.56	0.00	90,076.56	0.00
Dividend	05/04/2020	60934N807	1,121,966.67	Federated Investors Govt Oblig Fund Inst.	0.000		12.75	0.00	12.75	0.00
Subtotal			1,121,966.67				12.75	0.00	12.75	0.00
TOTAL OTHER TRANSACTIONS			11,442,692.89				90,089.31	0.00	90,089.31	0.00

The following page(s) contain the backup material for Agenda Item: [Warrant Register #1 for the period of 7/1/20 through 7/7/20 in the amount of \\$2,514,339.98. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #1 for the period of 7/1/20 through 7/7/20 in the amount of \$2,514,339.98. (Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 7/1/20 - 7/7/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of San Diego	348236	201,475.38	Dispatch Services for Fire
Dick Miller Inc	348238	155,340.99	Paradise Creek WQ&C
Kaiser Foundation HP	348254	186,733.96	Group No. 104220-0002 /June 2020
Portillo Concrete Inc	348272	530,020.06	Euclid Ave. Bicycle and Ped.
Whillock Contracting	348310	73,065.56	Paradise Creek Park Site Rem.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$2,081,628.61.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,081,628.61.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 1



**WARRANT REGISTER # 1
7/7/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS - JULY 2020	348153	7/7/20	160.00
ANDERSON, E	RETIREE HEALTH BENEFITS - JULY 2020	348154	7/7/20	110.00
BEARD, P	RETIREE HEALTH BENEFITS - JULY 2020	348155	7/7/20	70.00
BECK, L	RETIREE HEALTH BENEFITS - JULY 2020	348156	7/7/20	140.00
BISHOP, R	RETIREE HEALTH BENEFITS - JULY 2020	348157	7/7/20	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS - JULY 2020	348158	7/7/20	260.00
BULL, P	RETIREE HEALTH BENEFITS - JULY 2020	348159	7/7/20	580.00
CAMEON, C	RETIREE HEALTH BENEFITS - JULY 2020	348160	7/7/20	400.00
CARRILLO, R	RETIREE HEALTH BENEFITS - JULY 2020	348161	7/7/20	290.00
COLE, L	RETIREE HEALTH BENEFITS - JULY 2020	348162	7/7/20	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS - JULY 2020	348163	7/7/20	420.00
CONDON, D	RETIREE HEALTH BENEFITS - JULY 2020	348164	7/7/20	280.00
CORDERO, E	RETIREE HEALTH BENEFITS - JULY 2020	348165	7/7/20	520.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS - JULY 2020	348166	7/7/20	250.00
DEESE, L	RETIREE HEALTH BENEFITS - JULY 2020	348167	7/7/20	660.00
DESROCHERS, P	RETIREE HEALTH BENEFITS - JULY 2020	348168	7/7/20	110.00
DIAZ, M	RETIREE HEALTH BENEFITS - JULY 2020	348169	7/7/20	680.00
DILLARD, S	RETIREE HEALTH BENEFITS - JULY 2020	348170	7/7/20	480.00
DREDGE, J	RETIREE HEALTH BENEFITS - JULY 2020	348171	7/7/20	250.00
EISER III, G	RETIREE HEALTH BENEFITS - JULY 2020	348172	7/7/20	250.00
ESPIRITU, D	RETIREE HEALTH BENEFITS - JULY 2020	348173	7/7/20	620.00
ETZLER, J	RETIREE HEALTH BENEFITS - JULY 2020	348174	7/7/20	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS - JULY 2020	348175	7/7/20	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS - JULY 2020	348176	7/7/20	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS - JULY 2020	348177	7/7/20	540.00
GAUT, A	RETIREE HEALTH BENEFITS - JULY 2020	348178	7/7/20	700.00
GELSKEY, K	RETIREE HEALTH BENEFITS - JULY 2020	348179	7/7/20	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS - JULY 2020	348180	7/7/20	120.00
GONZALES, M	RETIREE HEALTH BENEFITS - JULY 2020	348181	7/7/20	480.00
HANSON, E	RETIREE HEALTH BENEFITS - JULY 2020	348182	7/7/20	135.00
HARLAN, M	RETIREE HEALTH BENEFITS - JULY 2020	348183	7/7/20	500.00
HAUG, S	RETIREE HEALTH BENEFITS - JULY 2020	348184	7/7/20	120.00
HERNANDEZ, G	RETIREE HEALTH BENEFITS - JULY 2020	348185	7/7/20	500.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS - JULY 2020	348186	7/7/20	600.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS - JULY 2020	348187	7/7/20	400.00
HODGES, B	RETIREE HEALTH BENEFITS - JULY 2020	348188	7/7/20	200.00
IBARRA, J	RETIREE HEALTH BENEFITS - JULY 2020	348189	7/7/20	780.00
JONES, D	RETIREE HEALTH BENEFITS - JULY 2020	348190	7/7/20	480.00
JUNIEL, R	RETIREE HEALTH BENEFITS - JULY 2020	348191	7/7/20	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS - JULY 2020	348192	7/7/20	300.00
KLOS, F	RETIREE HEALTH BENEFITS - JULY 2020	348193	7/7/20	480.00
LEACH, D	RETIREE HEALTH BENEFITS - JULY 2020	348194	7/7/20	600.00
LIMFUECO, M	RETIREE HEALTH BENEFITS - JULY 2020	348195	7/7/20	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS - JULY 2020	348196	7/7/20	100.00
MCCABE, T	RETIREE HEALTH BENEFITS - JULY 2020	348197	7/7/20	280.00
MCDANIEL, P	RETIREE HEALTH BENEFITS - JULY 2020	348198	7/7/20	290.00
MEDINA, D	RETIREE HEALTH BENEFITS - JULY 2020	348199	7/7/20	105.00
MEEKS, J	RETIREE HEALTH BENEFITS - JULY 2020	348200	7/7/20	460.00



**WARRANT REGISTER # 1
7/7/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MENDOZA, G	RETIREE HEALTH BENEFITS - JULY 2020	348201	7/7/20	290.00
MINER, D	RETIREE HEALTH BENEFITS - JULY 2020	348202	7/7/20	580.00
MORRISON, R	RETIREE HEALTH BENEFITS - JULY 2020	348203	7/7/20	520.00
NAGLE, D	RETIREE HEALTH BENEFITS - JULY 2020	348204	7/7/20	460.00
NOTEWARE, D	RETIREE HEALTH BENEFITS - JULY 2020	348205	7/7/20	120.00
OLIVARES, G	RETIREE HEALTH BENEFITS - JULY 2020	348206	7/7/20	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS - JULY 2020	348207	7/7/20	360.00
PAUU JR, P	RETIREE HEALTH BENEFITS - JULY 2020	348208	7/7/20	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS - JULY 2020	348209	7/7/20	140.00
PETERS, S	RETIREE HEALTH BENEFITS - JULY 2020	348210	7/7/20	290.00
POST, R	RETIREE HEALTH BENEFITS - JULY 2020	348211	7/7/20	280.00
RAY, S	RETIREE HEALTH BENEFITS - JULY 2020	348212	7/7/20	190.00
ROARK, L	RETIREE HEALTH BENEFITS - JULY 2020	348213	7/7/20	135.00
RODRIGUEZ, M	RETIREE HEALTH BENEFITS - JULY 2020	348214	7/7/20	260.00
RUIZ, J	RETIREE HEALTH BENEFITS - JULY 2020	348215	7/7/20	310.00
SANCHEZ, L	RETIREE HEALTH BENEFITS - JULY 2020	348216	7/7/20	330.00
SERVATIUS, J	RETIREE HEALTH BENEFITS - JULY 2020	348217	7/7/20	340.00
SHOEMAKER, M	RETIREE HEALTH BENEFITS - JULY 2020	348218	7/7/20	480.00
SHORT, C	RETIREE HEALTH BENEFITS - JULY 2020	348219	7/7/20	300.00
SILVA, L	RETIREE HEALTH BENEFITS - JULY 2020	348220	7/7/20	580.00
SMITH, J	RETIREE HEALTH BENEFITS - JULY 2020	348221	7/7/20	320.00
SMITH, M	RETIREE HEALTH BENEFITS - JULY 2020	348222	7/7/20	560.00
STEWART, W	RETIREE HEALTH BENEFITS - JULY 2020	348223	7/7/20	200.00
STRASEN, W	RETIREE HEALTH BENEFITS - JULY 2020	348224	7/7/20	135.00
TIPTON, B	RETIREE HEALTH BENEFITS - JULY 2020	348225	7/7/20	250.00
VERRY, L	RETIREE HEALTH BENEFITS - JULY 2020	348226	7/7/20	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS - JULY 2020	348227	7/7/20	480.00
WHITE, J	RETIREE HEALTH BENEFITS - JULY 2020	348228	7/7/20	230.00
YBARRA, Y	RETIREE HEALTH BENEFITS - JULY 2020	348229	7/7/20	220.00
		RETIREE HEALTH BENEFITS:		25,510.00
KF 16TH LLC	T&A90293 VISTA HIGHLAND (BOND)	348152	7/7/20	1,301.87
AMERICAN MEDICAL RESPONSE	MEDIC MEDICATIONS	348230	7/7/20	440.31
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES	348231	7/7/20	10,986.85
BRINK'S INCORPORATED	ARMORED CAR SVCS DEC 2019	348232	7/7/20	1,147.70
BROADWAY AUTO GLASS	GLASS FIRE TRUCK	348233	7/7/20	677.98
C A P F	JULY 2020- FIRE LTD	348234	7/7/20	1,032.50
CALIFORNIA LAW ENFORCEMENT	JULY 2020 - PD LTD	348235	7/7/20	2,057.00
CITY OF SAN DIEGO	DISPATCH SERVICES FOR FIRE	348236	7/7/20	201,475.38
DCS TESTING & EQUIPMENT INC	HOSE & LADDER TESTING	348237	7/7/20	3,939.95
DICK MILLER INC	PARADISE CREEK WQ&C	348238	7/7/20	155,340.99
DISCOUNT SPECIALTY CHEMICALS	DISINFECTANT FOGGER	348239	7/7/20	369.45
D-MAX ENGINEERING INC	T&A90372 130 E. 8TH ST.	348241	7/7/20	33,742.89
ESGIL CORPORATION	PLAN CHECKS, FIRE	348242	7/7/20	13,221.70
ESRI INC	ARCGIS ONLINE CREATOR	348243	7/7/20	10,000.00
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	348244	7/7/20	70.86
FIRE ETC	FIRE SHELTERS	348245	7/7/20	7,576.77
FITNESS ANYWHERE LLC	SUSPENSION TRAINER	348246	7/7/20	356.27
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES - PW	348247	7/7/20	17.91



**WARRANT REGISTER # 1
7/7/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
FULLER'S PLUMBING SERVICE INC	REFUND OF DUPLICATE PMNT INV 2020-9774	348248	7/7/20	50.00
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	348249	7/7/20	168.41
GURROLA, V	LEGAL SERVICES / CAO	348250	7/7/20	11,457.16
HAAKER EQUIPMENT COMPANY	SUPPLIES FOR EQUIPMENT	348251	7/7/20	115.93
HEALTH NET INC	GRP. #57135A - JUNE 2020	348252	7/7/20	2,504.29
HOME DEPOT CREDIT SERVICES	SHOP SUPPLIES	348253	7/7/20	566.77
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-0002 - JUNE 2020	348254	7/7/20	186,733.96
KAISER FOUNDATION HEALTH PLANS	GRP # 104220-01,06,07 - JUNE 2020	348255	7/7/20	20,445.28
KAISER FOUNDATION HEALTH PLANS	GRP. #104220-03, 09 - JUNE 2020	348256	7/7/20	6,797.28
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-05 - JUNE 2020	348257	7/7/20	5,830.46
KAISER FOUNDATION HEALTH PLANS	GRP NO 104220-7002 - JUNE 2020	348258	7/7/20	1,183.24
LEFORT'S SMALL ENGINE REPAIR	FUEL TANK WITH GROMMET	348259	7/7/20	639.38
LOMA MEDIA PARTNERS	LOMA MEDIA PARTNERS MARKETING	348260	7/7/20	25,000.00
MABPA	MABPA INDIVIDUAL MEMBERSHIP DUES 2021	348261	7/7/20	250.00
MANA DE SAN DIEGO	MEMBERSHIP DUES	348262	7/7/20	50.00
MEYERS NAVE	CONSULTING SERVICES 2020 MOU NEGOTIATION	348263	7/7/20	6,412.50
MG ROOFING	ROOFING SERVICES	348264	7/7/20	3,828.00
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2020	348265	7/7/20	271.88
NATIONAL CITY CHAMBER	MEMBERSHIP DUES	348266	7/7/20	110.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	348267	7/7/20	2,350.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	348268	7/7/20	5.19
PACIFIC PRODUCTS & SERVICES	PART NUMBER 20D12P - 10 - PG	348269	7/7/20	2,161.64
PACIFIC STATES PETROLEUM INC	ENGINE OIL 5W-30 CASE	348270	7/7/20	5,228.22
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	348271	7/7/20	337.21
PORTILLO CONCRETE INC	EUCLID AVE. BICYCLE AND PED.	348272	7/7/20	530,020.06
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	348273	7/7/20	663.39
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / NSD	348274	7/7/20	2,562.00
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	348275	7/7/20	1,104.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	348276	7/7/20	305.24
QUINTERO, G	REIMBURSEMENT FOR SUPPLIES	348277	7/7/20	729.33
RKI INSTRUMENTS INC	GAS METER CALIBRATION/SERVICE	348278	7/7/20	2,163.08
S & S WELDING	CUSTOM PARTS - STORM DRAIN GRATE	348279	7/7/20	897.19
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	348280	7/7/20	220.00
SAN DIEGO HABITAT FOR HUMANITY	HOME CHDO EXPENSE REIMBURSEMENT	348281	7/7/20	21,256.54
SASI	TRUST ACCTING 7/1/20-7/31/20 DEBIT C	348282	7/7/20	49.00
SCANNING SERVICE CORPORATION	SCANNING SERVICES / CAO	348283	7/7/20	2,450.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR	348284	7/7/20	17,232.76
SIEMENS INDUSTRY INC	ADDITIONAL FIRE AND SECURITY ALARM	348285	7/7/20	2,441.00
SILVA, L	CORRECTION TO FINAL CHECK	348286	7/7/20	2,443.49
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	348287	7/7/20	197.82
SOCAL PPE	TURNOUT REPAIRS	348288	7/7/20	4,794.50
SOUTHERN CALIF TRUCK STOP	MOP 45758 AUTO SUPPLIES - PW	348290	7/7/20	30.22
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE MONTH OF MAY 20	348291	7/7/20	15,227.64
SPEEDPRO IMAGING	DECALS FOR STREET STENCIL TRUCK	348292	7/7/20	300.85
STAPLES BUSINESS ADVANTAGE	MOP 45704, FIRE CHARGES	348293	7/7/20	321.65
STILES	EDUCATION REIMBURSEMENT	348294	7/7/20	646.00
THE COUNSELING TEAM	PERSONNEL COUNSELING	348295	7/7/20	675.00
THE LINCOLN NATIONAL LIFE INS	LIFE, AD&D	348296	7/7/20	28,638.86



**WARRANT REGISTER # 1
7/7/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
TIP OF SAN DIEGO COUNTY	24 HOUR VOLUNTEER RESPONSE SERVICES	348297	7/7/20	8,000.00
TRI-GROUP CONSTRUCTION AND DEV	EL TOYON PARK IRRIGATION	348298	7/7/20	6,049.95
TRUE CUSTOMS	LABOR WINDOW TINTING	348299	7/7/20	360.00
TURF STAR INC	LH SPINDLE ASM 107 2942-03	348300	7/7/20	979.41
U S BANK	US BANK STATEMENT 5-22-2020	348301	7/7/20	2,821.84
U S BANK	REIMBURSEMENT	348302	7/7/20	1,033.13
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	348303	7/7/20	2,517.80
US BANK	COMMUNITY SERVICES MAY JUNE US BANK STAT	348304	7/7/20	1,381.95
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 FACILITY SUPPLIES – PW	348305	7/7/20	94.82
VISION SERVICE PLAN	JUNE 2020 - VISION SERVICE PLAN (CA)	348306	7/7/20	827.96
VULCAN MATERIALS COMPANY	ASPHALT	348307	7/7/20	411.07
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES,	348308	7/7/20	1,117.17
WETMORES	MOP 80333 AUTO SUPPLIES – PW	348309	7/7/20	345.25
WHILLOCK CONTRACTING	PARADISE CREEK PARK SITE REM.	348310	7/7/20	73,065.56
WILLIAMS, G	EDUCATION REIMBURSEMENT	348311	7/7/20	1,175.37
WILLY'S ELECTRONIC SUPPLY	ELECTRONIC SUPPLIES NEEDED	348312	7/7/20	2,420.73
WITMER PUBLIC SAFETY GROUP INC	LEATHER FRONTS	348313	7/7/20	934.84

A/P Total 1,490,669.65

SECTION 8 HAPS

Start Date
6/24/2020

End Date
7/1/2020

1,023,670.33

GRAND TOTAL

\$ 2,514,339.98

CERTIFICATION

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 18TH OF AUGUST 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #2 for the period of 7/8/20 through 7/14/20 in the amount of \\$1,468,546.29. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #2 for the period of 7/8/20 through 7/14/20 in the amount of \$1,468,546.29. (Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 7/8/20 - 7/14/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Admisure Inc	270240	64,544.22	WC Acct Period June 1-30, 2020
City of Chula Vista	348324	163,416.00	Animal Shelter Fees / PD

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$1,468,546.29.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,468,546.29.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 2



WARRANT REGISTER # 2
7/14/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACME SAFETY & SUPPLY CORP	UNIFORM ITEMS / NSD	348314	7/14/20	176.12
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	348315	7/14/20	7,631.25
ALDEMCO	FOOD NUTRITION	348316	7/14/20	4,290.88
ALL FRESH PRODUCTS	FOOD NUTRITION	348317	7/14/20	719.80
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	348318	7/14/20	132.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	348319	7/14/20	90.38
BLIK	CITY VEHICLES DECAL	348320	7/14/20	425.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	348321	7/14/20	1,375.00
CALIFORNIA ASSOCIATION OF CODE	CACEO SEMINAR VIRTUAL / NSD	348322	7/14/20	525.00
CHRISTENSEN & SPATH LLP	ATTORNEY SERVICES FOR AFFORDABLE HOUSING	348323	7/14/20	956.25
CITY OF CHULA VISTA	ANIMAL SHELTER FEES / PD	348324	7/14/20	163,416.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY20.~	348325	7/14/20	2,929.63
DELL MARKETING L P	DELL OPTIPLEX 3070	348326	7/14/20	10,555.53
DESROCHERS, P	RETIREMENT BENEFIT- JUNE 2020	348327	7/14/20	110.00
DISCOUNT SPECIALTY CHEMICALS	HAND SANITIZER- COVID 19	348328	7/14/20	2,888.25
EDCO DISPOSAL CORPORATION	WASTE & RECYCLE SERVICE	348329	7/14/20	173.83
FEDEX	MEA MOU SIG PGS & LCW THUMB DRIVE	348330	7/14/20	141.54
GOVCONNECTION INC	APPLE IPAD AIR 10.5", 256GB, WIFI~	348331	7/14/20	2,562.97
INTERNATIONAL CODE COUNCIL	INTL CODE COUNCIL - MANUAL	348332	7/14/20	79.95
LASER SAVER INC	MOP 04840 LASER SAVER	348333	7/14/20	152.14
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	348334	7/14/20	223.92
LIEBERT CASSIDY WHITMORE	CLIENT/MATTER #NA040-00019	348335	7/14/20	16,552.60
MASON'S SAW	MOP 45729. SUPPLIES FOR PARK DEPT	348336	7/14/20	566.97
MAYER REPROGRAPHICS	DIGITAL BOND COPIES	348337	7/14/20	181.07
MEEKS, J	RETIREE HEALTH BENEFITS - JUNE 2020	348338	7/14/20	460.00
MENDEZ GARCIA, MARIA	DOJ BACKGROUND CHECK REIMBURSEMENT	348339	7/14/20	34.00
MORALES	GOLF LEASE PAYMENT 2021 MORALES	348340	7/14/20	2,000.00
NAVRAI INC DBA STARDUST INN	RELOCATION / HOUSING	348341	7/14/20	2,252.36
NV5 INC	LAS PALMAS POOL ELECTRICAL SYSTEMS REPL	348342	7/14/20	15,013.53
OFFICE SOLUTIONS BUSINESS	MOP # 83778 OFFICE SUPPLIES FOR S8	348343	7/14/20	122.06
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	348344	7/14/20	96.11
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	348345	7/14/20	388.88
PENSKE FORD	MOP 49078 AUTO SUPPLIES - PW	348346	7/14/20	28.31
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / NSD	348347	7/14/20	1,037.63
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	348348	7/14/20	960.00
PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SERVICE	348349	7/14/20	1,395.89
RDO EQUIPMENT CO	2020 VE BC1000XL BRUSH CHIPPER- ENG/PW	348350	7/14/20	42,848.83
RECROOMS.COM	CASA DE SALUD / PLAYING TABLES	348351	7/14/20	5,308.20
RIOS, MARTA	REIMBURSEMENT FOR RETIREMENT CAKE / SEC 8	348352	7/14/20	134.12
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC	348353	7/14/20	2,404.74
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION POLICE ACADEMY	348354	7/14/20	966.00
SANDAG	APRIL - JUNE BILLIG	348355	7/14/20	3,609.37
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY20	348356	7/14/20	2,966.60
ST. ANTHONY OF PAUDA PARISH	TUP REIMBURSEMENT / NSD	348357	7/14/20	272.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 STAPLES - OFFICE SUPPLIES	348358	7/14/20	126.28
SYSCO SAN DIEGO INC	FOOD NUTRITION	348359	7/14/20	7,923.38
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	348360	7/14/20	939.37
THE STAR NEWS	PUBLIC NOTICE - STAR NEWS	348361	7/14/20	74.31



**WARRANT REGISTER # 2
7/14/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THOMSON REUTERS WEST	LEGAL PUBLICATION UPDATES/ CAO	348362	7/14/20	1,028.33
TOUCH SCREENS INC.	PEERLESS XHB492 49" HIGH BRIGHT OUTDOOR	348363	7/14/20	7,193.77
U S BANK	US BANK CARD PAYMENT	348364	7/14/20	7,850.92
VEGA, M	DOJ BACKGROUND CHECK REIMBURSEMENT	348366	7/14/20	34.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	348367	7/14/20	9,532.89
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	348368	7/14/20	403.04
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES - PW	348369	7/14/20	467.60
WETMORES	MOP 80333 AUTO SUPPLIES – PW	348370	7/14/20	102.72
WILLY'S ELECTRONIC SUPPLY	WILLYS ELECTRONICS MOP FY20	348371	7/14/20	289.90
			A/P Total	335,121.22
WIRED PAYMENTS				
ADMINSURE INC	WC ACCT PERIOD JUNE 1-30, 2020	270240	7/10/20	64,544.22
ARCO BUSINESS SOLUTIONS	WO308 FUEL CHGS JUNE 1-30, 2020	270243	7/10/20	30,581.21
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE-JULY	47869	7/10/20	521.40
PAYROLL				
Pay period	Start Date	End Date	Check Date	
13	6/16/2020	6/29/2020	7/8/2020	1,037,778.24
			GRAND TOTAL	<u>\$ 1,468,546.29</u>

CERTIFICATION

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 18TH OF AUGUST 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City extending and modifying the current Temporary COVID-19 Permit Extension Program for home owners and business owners set to expire on August 31, 2020 and extending until December 31, 2020. \(Community Development\)](#)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 18, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying and extending the current Temporary COVID-19 Permit Extension Program for home owners and business owners set to expire on August 31, 2020 and extending until December 31, 2020. (Community Development)

PREPARED BY: Armando Vergara

DEPARTMENT: Community Development

PHONE: 619-336- 4213

APPROVED BY: 

EXPLANATION:

Due to the ongoing COVID-19 crisis, the City Manager (Director of Emergency Services) has declared a temporary emergency change to National City Municipal Code Section (N.C.M.C.) 15.08.040. This action has assisted and provided relief to residents and projects that have encountered construction delays as a result of the continued COVID-19 crisis and impacts to the construction industry. On May 5, 2020, the City Council ratified this permit extension program to be effective March 1, 2020 through August 31, 2020. With the approaching date of expiration and on-going crisis, staff requests extension of the Permit Extension Program until December 31, 2020 and include the following modifications to N.C.M.C. Section 15.08.040.

- 1) Any and all new building permits obtained during the time period of March 1, 2020 through December 31, 2020 shall now be extended for an additional period of six months. Permits are currently valid for a period of 12 months. This will extend the validity of said permits to 18 months.
- 2) Any and all current building permits which are set to expire during this time period of August 18, 2020 through December 31, 2020 shall now be extended for an additional six months.

Permit extension fees associated with this temporary program will be waived. All other requirements as specially called out by N.C.M.C. Section 15.08.040 shall still apply.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

|

ATTACHMENTS:

1. Background Report
2. Resolution

BACKGROUND REPORT

Following the COVID-19 state of emergency declared by the City of National City on March 17, 2020, the Economic Development Division of the City Manager's office began working with Development Services (Building, Planning and Fire) to identify economic relief programs for home owners and business owners.

With development expected to slow down in the coming months due to the financial impact of COVID -19 staff, developed the **COVID-19 Permit Extension Program**.

Due to the ongoing COVID-19 crisis, the City Manager (Director of Emergency Services) has declared a temporary emergency change to National City Municipal Code Section (N.C.M.C.) (15.08.040). This action has assisted and provided relief to residents and projects that have encountered construction delays as a result of the continued COVID-19 crisis and impacts to the construction industry. On May 5, 2020, the City Council ratified this permit extension program to be effective March 1, 2020 through August 31, 2020. With the approaching date of expiration and on-going crisis, staff requests extension of the Permit Extension Program until December 31, 2020.

The Governor of California issued an Executive Order on March 4, 2020 eliminating the need for local governments to extend emergency orders every 60 days; therefore, the Permit Extension Program will remain valid until the City Council takes a separate action to terminate.

The Permit Extension Program includes the following modifications to the N.C.M.C. Section 15.08.040.

- 1) Any and all new building permits obtained during the time period of March 1, 2020 through December 31, 2020 shall now be extended for an additional period of six months. Permits are currently valid for a period of 12 months. This will extend the validity of said permits to 18 months.
- 2) Any and all current building permits which are set to expire during this time period of August 18, 2020 through December 31, 2020 shall now be extended for an additional six months.

Permit extension fees associated with this temporary program will be waived. All other requirements as specially called out by N.C.M.C. Section 15.08.040 shall still apply.

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
EXTENDING AND MODIFYING THE COVID-19 PERMIT EXTENSION PROGRAM
FOR HOMEOWNERS AND BUSINESS OWNERS**

WHEREAS, following the COVID-19 State of a Local Emergency declared by the City of National City on March 17, 2020, the Economic Development Division of the City Manager's Office began working with Development Services (Building, Planning and Fire) to identify economic relief programs for National City homeowners and National City business owners; and

WHEREAS, with development slowing down as a result of the financial impact of COVID -19, City staff developed the COVID-19 Permit Extension Program and with the crisis ongoing the City Manager declared a temporary emergency change to National City Municipal Code Section 15.08.040; and

WHEREAS, on May 5, 2020 the City Council ratified the City Manager declaration which established the Permit Extension Program as a temporary emergency change to Section 15.08.040 and confirmed it as being effective from March 1, 2020 through August 31, 2020; and

WHEREAS, the Permit Extension Program has provided relief to National City residents and National City business owners as it relates to expired building permits; and

WHEREAS, with the approaching date of expiration and the crisis ongoing, a continuous of the Program is needed as well as the inclusion of the modifications recommended by staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City approves the continuation of the Permit Extension Program and hereby adopts the extension of same for National City homeowners and National City business owners, effective August 18, 2020 through December 31, 2020.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby makes the following modifications to the COVID-19 Permit Extension Program to the currently adopted National City Municipal Code Section 15.08.040:

- Any and all new building permits obtained during the time period of March 1, 2020 through December 31, 2020 shall now be extended for an additional period of six months. Permits are currently valid for a period of 12 months, this will extend the validity of said permits to 18 months.

**Resolution No. 2020 –
Page Two**

- Any and all current building permits which are set to expire during this time period of August 18, 2020 through December 31, 2020 shall now be extended for an additional six months.
- Any permit extension fees associated with COVID-19 Permit Extension Program will be waived, however, all other requirements in the National City Municipal Code Section 15.08.040 shall still apply.

PASSED and ADOPTED this 18th day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City amending the urgency ordinance entitled “Urgency Ordinance of the City Council of the City of National City \(1\) enacting a temporary moratorium on evictions within the City of National City due to nonpayment of rent for residential and commercial tenants arising out of a substantial decrease in income or substantial out-of-pocket medical expenses resulting from the novel coronavirus \(COVID-19\), governmental response to COVID-19, or other financial reason related to COVID-19 pursuant to California Governor Executive Order N-28-20 and N-37-20; and \(2\) suspending foreclosure remedies that could lead to eviction under similar circumstances pursuant to California Governor Executive Order N-28-20” to extend the time for repayment of unpaid rent to December 31, 2020 from September 17, 2020. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City amending the urgency ordinance entitled "Urgency Ordinance of the City Council of the City of National City (1) enacting a temporary moratorium on evictions within the City of National City due to nonpayment of rent for residential and commercial tenants arising out of a substantial decrease in income or substantial out-of-pocket medical expenses resulting from the novel coronavirus (COVID-19), governmental response to COVID-19, or other financial reason related to COVID-19 pursuant to California Governor Executive Order N-28-20 and N-37-20; and (2) suspending foreclosure remedies that could lead to eviction under similar circumstances pursuant to California Governor Executive Order N-28-20" to extend the time for repayment of unpaid rent to December 31, 2020 from September 17, 2020.

PREPARED BY: Carlos Aguirre, Director

DEPARTMENT: Housing Authority

PHONE: (619)336-4391

APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.
N/A

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

City of National City
August 18, 2020
Staff Report Explanation

Resolution of the City Council of the City of National City amending the Urgency Ordinance entitled “Urgency Ordinance of the City Council of the City of National City (1) enacting a temporary moratorium on evictions within the City of National City due to nonpayment of rent for residential and commercial tenants arising out of a substantial decrease in income or substantial out-of-pocket medical expenses resulting from the novel coronavirus (COVID-19), governmental response to COVID-19, or other financial reason related to COVID-19 pursuant to California Governor Executive Order N-28-20 and N-37-20; and (2) suspending foreclosure remedies that could lead to eviction under similar circumstances pursuant to California Governor Executive Order N-28-20” to extend the time for repayment of unpaid rent to December 31, 2020 from September 17, 2020.

Background:

On March 16, 2020, Governor Newsom issued Executive Order N-28-20 suspending any provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential and commercial evictions when the basis for eviction is nonpayment of rent arising out of a documented substantial decrease in a household or business income or substantial out-of-pocket medical expenses caused by COVID-19 or by any local, state, or federal government response to COVID-19.

On March 27, 2020, Governor Newsom issued Executive Order N-37-20 which banned the enforcement of eviction orders for renters affected by COVID-19, prohibits landlords from evicting tenants for nonpayment of rent and prohibits enforcement of evictions by law enforcement or courts, and requires tenants to declare in writing, no more than seven days after the rent comes due, that the tenant cannot pay all or part of their rent due to COVID-19.

On April 7, 2020, the City Council of the City of National City (“City Council”) adopted Urgency Ordinance No. 2020-2479 (“Eviction Moratorium Ordinance”) which enacted a temporary moratorium on evictions in the City of National City and protects tenants who are unable to pay their rent due to economic impacts associated with the outbreak of COVID-19. The Eviction Moratorium Ordinance provides a rent repayment period for tenants to repay their rent that expires on September 17, 2020. The Eviction Moratorium Ordinance prohibits landlords from charging affected tenants any penalties, fees or interest on unpaid rent that accrues during the moratorium. A copy of the Eviction Moratorium Ordinance additional guidance for residential and commercial tenants and landlords can be found at www.nationalcityca.gov/covid-19housing. On August 8, 2020, City Council passed Resolution 2020-144 extending the Ordinance 2020-2479 through September 30, 2020 from August 31, 2020.

The Eviction Moratorium Ordinance provides a six-month rent repayment period for tenants to repay any outstanding rent that currently expires on September 17, 2020, which is 6 months from the effective date, March 17, 2020. The proposed Resolution would extend the time for repayment of rent to December 31, 2020.

COVID-19 Impacts on National City Tenants

COVID-19 Cases:

Coronavirus cases in San Diego County have seen a significant uptick recently due to the reopening of businesses and recreational venues. As of August 11, 2020, 33,157 cases have been confirmed with 602 deaths countywide and 1,245 cases have been confirmed in National City. As such, the Governor has ordered the re-closure of many businesses and the National City School District issued a public notification on August 8, 2020 that the coming school year will start with distance learning.

Employment:

On July 13, 2020, Governor Gavin Newsom issued a new order to shutter indoor activities for fitness centers, places of worship, non-essential offices, nail salons, tattoo parlors, hair salons and barbershops, among other personal care services. The rules took effect on July 15, just a week after local restaurants and bars faced similar restrictions designed to stymie the novel coronavirus rates statewide. By introducing closure restrictions on businesses, many owners and employees will once again need to seek unemployment benefits due to the loss of income from COVID-19 and may impact their ability to repay rent without additional relief.

Housing

The most recent U.S. Census Bureau Household Pulse Survey, initiated to measure household experiences during the COVID-19 pandemic, indicates that as of July 29, 2020, an estimated 29.5% of California renters had little to no confidence that they can make their next housing payment.¹ As of 2018, according to Census, National City has a total of 16,905 housing units. 35 percent of the population own their home and the remaining 65 percent are renters. If the survey is indicative of conditions in National City, then the ability for approximately 3200 households may not be prepared to repay rent by September 17, 2020.

Recent Federal and State Actions Impacting Evictions and Repayment of Rent

Federal Eviction Moratorium and Legislative Action

The federal eviction moratorium ended on July 24, 2020 allowing landlords to issue 30 days' notice for tenants to vacate the properties. Recent Census data show that 13.8 million adults in rental housing – 1 in 5 renters – report being behind on rent, with households of color reporting far higher rates of missed payments compared to the national average.² While this legislation provided much needed relief at the onset of the COVID-19 pandemic, it only offers protections for tenants in certain rental properties with federal assistance or federally related financing. This is estimated to be roughly 12.3 million rental units, representing about 28% of renters.³

On May 15, 2020, the House of Representatives passed the \$3 trillion *Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act*. Should this bill pass the Senate, it would extend the eviction and foreclosure moratorium adopted in the *CARES Act* for one year and expand its scope to include all renters and homeowners. This bill would also provide nationwide housing protections, including a \$75 billion homeowners' assistance fund, \$4 billion for a tenant-based rental assistance fund, and \$100 billion in emergency rental assistance to assist low-income individuals at risk of homelessness. As of August 11, 2020 the last action on

¹ <https://www.census.gov/data-tools/demo/hhp/#/?measures=HIR>

² <https://www.census.gov/data/tables/2020/demo/hhp/hhp12.html>

³ <https://crsreports.congress.gov/product/pdf/IN/IN11320>

the bill was made on July 23, 2020 when a hearing was held by the Senate Committee on Small Business and Entrepreneurship.

On Monday, June 29, 2020, the House of Representatives passed the Emergency Housing Protections & Relief Act of 2020. This legislation, should it pass the Senate, would provide \$100 billion in emergency rental assistance, and \$75 billion for a homeowners' assistance fund to cover rent, mortgage, and utility expenses. It also includes \$18 billion for federal housing assistance programs that can ensure affordable rents, such as Section 8 Housing Choice Vouchers. In alignment with the HEROES Act, this bill would extend the federal eviction and foreclosure moratorium for another year and provide a universal expansion of its provisions. The Senate received the bill on June 30, 2020 but it has not yet moved it forward for further consideration.

On August 8, President Donald Trump signed four executive orders for coronavirus relief, including one meant to prevent evictions. But the order does not offer immediate assistance to help families at risk of losing their homes. The executive order instructs the Department of Health and Human Services (HSS) and the Center of Disease Control (CDC) to consider whether temporarily banning evictions is reasonably necessary to prevent further spread of COVID-19.

On August 3, 2020 Senator Harris introduce Senate Bill 4399 to create a database of eviction information, establish grant programs for eviction prevention and legal aid, and limit use of housing court-related records in consumer reports, and for other purposes.

On August 10, 2020 Senator Harris also introduced Senate Bill 4519 which would provide mortgage relief and to provide eviction relief for renters related to the COVID-19 pandemic, and for other purposes. The Senate Bill 4519 was read twice on August 10, 2020 and referred to the Senate Committee on Banking, Housing, and Urban Affairs for a hearing.

Recent State Legislative Actions

On May 1, 2020, California State Senator Lena Gonzalez introduced Senate Bill (SB) 1410, to establish a COVID-19 Emergency Rental Assistance Program. On May 12, 2020, Senate President pro Tempore Toni G. Atkins, along with Senators Holly J. Mitchell, Steven Bradford, and Robert M. Hertzberg, unveiled the Senate Democratic Caucus' proposal for the state budget. The proposal would establish a COVID-19 eviction relief program that enables a COVID-19 eviction relief agreement (CERA) between renters, landlords and the State of California.

Under this program, renters would be protected from evictions and would receive immediate relief for unpaid rent that can be repaid, without interest, to the state over a 10-year period beginning in 2024. Participating landlords that provide rent relief and a commitment not to evict, would be eligible for tax credits from the state equal to the value of lost rents, spread over tax years 2024-2034. These tax credits would also be fully transferable, so landlords are given the option to sell for immediate cash value. The program would complement rental assistance provided by the federal government. As of August 5, SB 1410 was re-referred to the Committee on Judiciary after its second reading in the State Assembly. Negotiations are ongoing between the Governor and leadership in both Houses, with the intent to bring this legislation forward as soon as possible.

On June 29, 2020, Governor Newsom signed the 2020 Budget Act, a \$202.1 billion spending plan to address emergency response and economic recovery for the State of California.⁴ The Budget provides \$331 million in National Mortgage Settlement funds to help prevent avoidable foreclosures and evictions. Of this amount, \$300 million is made available for housing counseling and mortgage assistance through CalHFA. The remaining \$31 million will provide legal assistance

⁴ <http://www.ebudget.ca.gov/FullBudgetSummary.pdf>

and counseling for renters and homeowners through Judicial Branch grants to local legal service organizations throughout the state.

On June 30, 2020, Governor Gavin Newsom also signed an executive order extending the suspension of state law that would preempt or otherwise restrict a local government's adoption of an eviction moratorium until September 30, 2020.⁵ This timeline aligns with the City of National City's recently extended residential and small business eviction moratorium.

On May 18, 2020, AB 828, which is titled: Temporary moratorium on foreclosures and unlawful detainer actions: coronavirus (COVID-19), was amended and is currently on its second reading in the Senate Rules Committee. This legislation proposes a temporary moratorium on foreclosures and unlawful detainers while Governor Newsom's COVID-19 emergency order is in effect. In addition to the moratorium, AB 828 also required landlords to reduce rent by 25% under certain circumstances. AB 828 was amended to remove the provision that required landlords to reduce rent by 25% for 12 months. The new provision requires landlords to allow tenant to remain in possession and requires tenants to start paying rent the month following the end of the emergency order. Tenants must timely pay monthly rent plus 10% of any rent due and owing when the emergency order ended.

Staff Recommendation:

Staff recommends extending the repayment period for affected tenants who accrue unpaid rent during the Eviction Moratorium Ordinance to December 31, 2020 from September 17, 2020.

The proposed resolution to extend the repayment of unpaid rent to December 31, 2020 from September 17, 2020 builds upon the Urgency Ordinance adopted on April 7, 2020 by the City Council of the City of National City ("City Council") and the extension of the Eviction Moratorium Ordinance in National City through September 30, 2020 by the City Council on August 4, 2020. As a result of the continued state of emergency and executive order N-71-20 issued by Governor Newsom on June 30, 2020 which extended the provisions of Executive Order N-28-20, paragraph 2, extended via Executive Order N-66-20, Paragraph 21, through September 30, 2020, it is important to further consider extending the repayment period to residential and commercial tenants affected by COVID-19.

The widespread loss of income has caused many residents to fall behind on bills and risk being evicted. Residential and commercial evictions have been put on hold since March 17 in National City, which has allowed tenants to temporarily shelter in place during the pandemic. The insecurity caused by the reopening of business activities followed by shutdowns due to increase in COVID-19 cases and deaths is a still of concern. It is important to ensure that residential tenants can remain sheltered in place and are not at risk of immediate eviction. The recommended extension of the repayment period avoids a possible "eviction cliff" in September 2020 and provides tenants with additional time to further consider rent repayment methods and relief options such as financial assistance and protections that may be offered by federal and state programs that are pending implementation.

⁵ <https://www.gov.ca.gov/wp-content/uploads/2020/06/6.30.20-EO-N-71-20.pdf>

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE URGENCY ORDINANCE ENTITLED “URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY (1) ENACTING A TEMPORARY MORATORIUM ON EVICTIONS WITHIN THE CITY OF NATIONAL CITY DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS ARISING OUT OF A SUBSTANTIAL DECREASE IN INCOME OR SUBSTANTIAL OUT-OF-POCKET MEDICAL EXPENSES RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19), GOVERNMENTAL RESPONSE TO COVID-19, OR OTHER FINANCIAL REASON RELATED TO COVID-19 PURSUANT TO CALIFORNIA GOVERNOR EXECUTIVE ORDER N-28-20 AND N-37-20; AND (2) SUSPENDING FORECLOSURE REMEDIES THAT COULD LEAD TO EVICTION UNDER SIMILAR CIRCUMSTANCES PURSUANT TO CALIFORNIA GOVERNOR EXECUTIVE ORDER N-28-20” TO EXTEND THE TIME FOR REPAYMENT OF UNPAID RENT TO DECEMBER 31, 2020 FROM SEPTEMBER 17, 2020

WHEREAS, on March 16, 2020, Governor Gavin Newsom issued Executive Order N-28-20 suspending any provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential and commercial evictions when the basis for eviction is nonpayment of rent arising out of a documented substantial decrease in household or business income or substantial out-of-pocket medical expenses caused by COVID-19 or by any local, state, or federal government response to COVID-19; and

WHEREAS, on March 17, the City Council executed a Resolution ratifying the Declaration of the Existence of the Local Emergency that was proclaimed on March 12, 2020 in the City as a result of COVID-19; and

WHEREAS, on April 7, 2020, the City Council of National City (“City Council”); adopted Urgency Ordinance No. 2020 – 2479 (“Ordinance”) enacting a temporary moratorium on evictions for nonpayment of rent by residential and commercial tenants in the City of National City (“City”) who are impacted by the novel coronavirus, COVID-19, as described in the Ordinance; and

WHEREAS, according to Section 1(f), the City Council may extend the Ordinance by resolution, if conditions at the time warrant an extension; and

WHEREAS, the Ordinance enacts a temporary moratorium on residential and commercial evictions for non-payments of rent if the tenant notifies the landlord of the tenement’s inability to pay rent due to financial impacts related to COVID-19; and

WHEREAS, tenants who were afforded eviction protections under the Ordinance have six months from its effective date to pay their landlords all unpaid rent which occurs on September 17, 2020; and

**Resolution No. 2020 –
Page Two**

WHEREAS, the Ordinance is intended to promote economic stability and fairness within the City’s rental market during the COVID-19 pandemic, to prevent avoidable homelessness, to preserve the public peace, health, safety, and public welfare, and to enable tenants in the City whose income and ability to work is affected by COVID-19 to continue to remain in their residences and to comply with state and local public health orders; and

WHEREAS, on May 29, 2020, by Executive Order N-66-20, Governor Newsom extended the effective date of Executive Order N-28-20 for another 60 days; and

WHEREAS, the City Council extended the Ordinance to remain in effect through September 30, 2020, by adopting Resolution No. 2020-123 (June 16, 2020) and Resolution No. 2020-144 (August 4, 2020); and

WHEREAS, currently there are approximately more than 33,038 confirmed cases of COVID-19 within San Diego County, more than 574,000 in California, and at least 10,464 COVID-19-related deaths in California, and these statistics have been increasing daily since the adoption of the Ordinance; and

WHEREAS, COVID-19 is causing, and is expected to continue to cause, serious negative impacts on the local economy and serious financial impacts to local residents and businesses, including substantial loss of income due to the loss of compensable work hours or wages, layoffs, and business closures; and

WHEREAS, the City Council finds that extending the amount of time for tenants to repay rent could provide residential and commercial tenants the opportunity for some financial recovery from the impacts of COVID-19 and alleviate some of the economic and financial impacts caused by the COVID-19 pandemic and related governmental responses; and

WHEREAS, the City Council finds that adopting this Resolution is necessary and appropriate to address the threats to the public health, safety, and welfare of its citizens related to the significant economic impacts of the COVID-19 pandemic, and to protect residents and businesses from being evicted due to nonpayment of rent; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of National City hereby amends the Urgency Ordinance 2020-2479, adopted April 7, 2020, to extend the time for repayment of unpaid rent to December 31, 2020 from September 17, 2020 and said Ordinance is amended as follows:

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**Resolution No. 2020 -
Page Three**

1. **Section 1(f):** The phrase “Tenants who were afforded eviction protection under this this Ordinance shall have up to six months from the date this Ordinance is effective or the withdrawal of Governor Newsom’s Executive Order N-28-20, which occurs soonest, to pay their landlords unpaid rent (“Tenant Repayment Period”) is deleted and is replaced with “Tenants who were afforded eviction protection under this Ordinance shall have until December 31, 2020 to pay their landlords unpaid rent (“Tenant Repayment Period”).

Except as provided in Section 1(f), and the amendment previously made on August 4, 2020 by Resolution 2020-144, each and every term and provision of the Ordinance dated April 7, 2020 shall remain in full force and effect.

PASSED and ADOPTED this 18th day of August, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the use of \\$446,940.99 in HOME Investment Partnership funds previously awarded to South Bay Community Services and awarding and appropriating an additional \\$111,000 of HOME funds to the Tenant Based Rental Assistance Program to assist low-income National City residents with rent repayment who have compiled with the requirements of the Urgency Ordinance #2020-2479. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the use of \$446,940.99 in HOME Investment Partnership funds previously awarded to South Bay Community Services and awarding and appropriating an additional \$111,000 of HOME funds to the Tenant Based Rental Assistance Program to assist low-income National City residents with rent repayment who have complied with the requirements of the Urgency Ordinance #2020-2479.

PREPARED BY: Angelita Palma, Comm. Dev. Manager

DEPARTMENT: Housing Authority

PHONE: 619-336-4219

APPROVED BY: _____



EXPLANATION:

See attachment number one for explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

Resolution 2020-84 City appropriated \$446,940.99 to 505-409-462-650-9018 from HOME Program funds on May 5, 2020 through the 2020-2021 HUD Annual Action Plan funding. The City proposes to award and appropriate an additional \$111,000.00 to the program to account 505-409-462-650-9018 from the HOME Program fund balance for a total award of \$557,940.99. These funds are derived from program income received.

APPROVED: _____



FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This project is Categorically Excluded SUBJECT to §58.5 authorities per 24 CFR §58.35(b)(1).

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Resolution

City of National City
August 18, 2020
Staff Report Explanation

Resolution of the City Council of the City of National City authorizing the use of \$446,940.99 in HOME Investment Partnership funds previously awarded to South Bay Community Services and awarding and appropriating an additional \$111,000 of HOME funds to the Tenant Based Rental Assistance Program to assist low-income National City residents with rent repayment who have complied with the requirements of the Urgency Ordinance #2020-2479.

On May 5, 2020, through the 2020-2021 HUD Annual Action Plan funding process, Resolution 2020-84 awarded \$446,940.99 of HOME Investment Partnership program funds to South Bay Community Services (SBCS) for a Tenant Based Rental Assistance (TBRA) Program to assist low-income National City residents at or below 60 percent of area median income with rental and utility assistance.

The City proposes to assist tenants with rent repayment assistance with the TBRA funds allocated in Resolution 2020-84 in the amount of \$446,940.99 and award and appropriate SBCS's TBRA program an additional \$111,000 in HOME funds through the 2020-2021 HUD Annual Action Plan.

To qualify for the TBRA program, applicants must be National City residents at or below 60 percent of area median income and have complied with Urgency Ordinance #2020-2479. Complete applications will include the notice to the landlord that the applicant was not able to pay the rent in full by the due date because of financial impacts related to COVID-19. Applicants will provide income verification that a substantial loss in income is due to financial impacts related to COVID-19, meet the program definition of a family with one or more minor children, and have a written repayment plan between the tenant and landlord. Applicants that submit proof that at least half of the cumulative rent from April 1, 2020, through September 30, 2020, was paid will be prioritized.

SBCS will advertise this program in partnership with the City of National City. Applications for this program will be accepted within an approximate three (3) week window. Completed applications will be reviewed by SBCS program staff for eligibility. Applications that are completed in full and meet all eligibility criteria will be processed. If the accepted applications received exceeds what the funding permits, SBCS will organize a randomized lottery for all applicants that will provide an equal opportunity. From the remaining applicants, the lottery will create a waitlist as funding is available. Incomplete applications will be added to the end of the waitlist.

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE USE OF \$446,940.99 IN HOME INVESTMENT PARTNERSHIP
FUNDS PREVIOUSLY AWARDED TO SOUTH BAY COMMUNITY SERVICES AND
AWARDING AND APPROPRIATING AN ADDITIONAL \$111,000 OF HOME FUNDS TO
THE TENANT BASED RENTAL ASSISTANCE PROGRAM TO ASSIST LOW-INCOME
NATIONAL CITY RESIDENTS WITH RENT REPAYMENT WHO HAVE COMPILED WITH
THE REQUIREMENTS OF THE URGENCY ORDINANCE #2020-2479**

WHEREAS, on May 5, 2020, through the 2020-2021 HUD Annual Action Plan funding process, Resolution 2020-84 awarded \$446,940.99 of HOME Investment Partnership program (“HOME”) funds to South Bay Community Services (“SBCS”) for a Tenant Based Rental Assistance (“TBRA”) Program; and

WHEREAS, the TBRA Program would assist low-income National City residents at or below 60 percent of area median income with rental and utility assistance; and

WHEREAS, the City of National City (“City”) proposes to provide tenants with rent repayment assistance with the TBRA funds allocated and awarded to SBCS in Resolution 2020-84 in the amount of \$446,940.99; and

WHEREAS, the City proposes to award and appropriate SBCS’s TBRA program an additional \$111,000 in HOME funds through the 2020-2021 HUD Annual Action Plan for rent repayment assistance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby approves to provide tenants with rent repayment assistance with the TBRA funds allocated and awarded to SBCS in Resolution 2020-84 in the amount of \$446,940.99.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby award and appropriates \$111,000 of HOME funds through the 2020-2021 HUD Annual Action Plan for rent repayment assistance to SBCS’s TBRA Program; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute agreements required by HUD for the full implementation of the activities funded under said Plan.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to establish appropriations and execute budget adjustments as necessary to reflect the funding allocations to SBCS’s TBRA Program.

PASSED and ADOPTED this 18th day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City ratifying the submission of an application to the California Department of Housing and Community Development \(HCD\) for the Permanent Local Housing Allocation \(PLHA\) Program and, if awarded, establishing an appropriation and corresponding revenue budget for an Emergency Rental Assistance Program in the amount of \\$393,191 for the first PLHA Program year. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the submission of an application to the California Department of Housing and Community Development (HCD) for the Permanent Local Housing Allocation (PLHA) Program and, if awarded, establishing an appropriation and corresponding revenue budget for an Emergency Rental Assistance Program in the amount of \$393,191 for the first PLHA Program year.

PREPARED BY: Carlos Aguirre, Director

DEPARTMENT: Housing Authority

PHONE: (619)336-4391

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Revenue Account: 501-45477-3463 - Permanent Local Housing Allocation - \$393,191

Expenditure Account: 501-419-477-* - Permanent Local Housing Allocation- \$393,191

There is no match required from the City's General Fund. The City of National City is eligible to receive \$393,191 in the first program year and grant revenue over the five years is projected at \$2,359,146 to be used for eligible housing activities.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution and submit the ratified PLHA application.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. PLHA Grant Application
3. Resolution

City of National City
August 18, 2020
Staff Report Explanation

Resolution of the City Council of the City of National City ratifying the submission of an application to the California Department of Housing and Community Development (HCD) for the Permanent Local Housing Allocation (PLHA) Program and, if awarded, establishing an appropriation and corresponding revenue budget for an Emergency Rental Assistance Program for \$393,191 for the first program year.

The Permanent Local Housing Allocation (PLHA) Program funding is made possible through California Senate Bill (SB) 2 of 2017. The PLHA is a non-competitive entitlement fund to support local affordable housing and homeless services initiatives. The intent of SB 2 was to provide a permanent, ongoing source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing and homelessness needs of their local communities. PLHA Program revenue is generated through recording fees on real estate transactions on an annual basis.

On February 26, 2020, the California Department of Housing and Community Development released a NOFA for the PLHA Grant Program which, provides funding to jurisdictions to further its affordable housing productions and to facilitate compliance with a city's housing goals. If the PLHA Grant is awarded to the City of National City ("City"), the City is eligible to receive funding that may be used on a variety of eligible housing-related programs and activities consistent with the City's plan for the use of the PLHA funding over a five-year period.

City staff prepared and submitted an application on July 27, 2020, which included a plan to fund emergency rental assistance for the first and second year of the five-year program, to fund pre-development costs and/or provide gap financing for future rental housing projects and to consider funding a new program to provide loans to assist in the construction of accessory dwelling units for low-income households. The programs funded as part of the plan would have to be consistent with the goals of the City's Housing Element of the General Plan.

The PLHA program provides an ongoing funding source that can be paired with other one-time State and Federal funding sources; however, there is no match required from the City. The City of National City is eligible to receive \$393,191 in the first year, and ongoing funding to the City over the next five years is projected at \$2,359,146. However, this initial projection for PLHA Program funding was created by the California Department of Housing and Community Development (HCD) prior to COVID-19 and may be less than expected. The City's PLHA grant application is included as attachment number two (2) of this staff report.

Staff recommends that the City Council adopt a resolution to ratify the PLHA application and to appropriate the first year of funding for an emergency rental assistance program that may be used to assist households that have been impacted by COVID-19, which are currently experiencing homelessness, or at risk of becoming homeless.

Permanent Local Housing Allocation (PLHA) Formula Allocation

2020 Application



**State of California
Governor, Gavin Newsom**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PLHA@hcd.ca.gov

Final Filing Date: April 27, 2020 through July 27, 2020 at 5 P.M. PST

Instructions

Rev. 5/20/20

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

HCD will only accept applications through a postal carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery to HCD's office. A complete original application and an electronic copy on a USB flash drive with all applicable information must be received by HCD via postal carrier no later than 5:00 p.m. on:

Monday, July 27, 2020

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and unprotected, not a .pdf document. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors at AppSupport@hcd.ca.gov.

General Instructions (Additional instructions and guidance are given throughout the Supplemental Application in "red" text and in cell comments.

Guideline references are made with "\$" and the corresponding guideline section number.

"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score.

Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score. Electronically attached files must use the naming convention in the Supplemental Application. For Example: "App1 Payee Data" for Sponsor 1 Payee Data Record/STD. 204.

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Point cells in the Scoring worksheet shaded in "red" indicate that the Sponsor has failed to meet the minimum points required.

Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

302(c)(4) Plan

Legislative Contacts

Checklist

Binder Tab #	Threshold Requirement	Electronic File Name	Document Description	Included?
1	X	App1 Resolution	PLHA webpage for Resolution Document	Included
2	X	App1 Signature Block	Signature Block - upload in Microsoft Word Document	Included
3	X	App1 TIN	Taxpayer Identification Number Document	Included
4	X	Applicant Agreement	Legally binding agreement between Delegating and Administering Local Governments	Included
5		Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.	Included

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request."

Local Government Formula Allocation				Rev. 5/20/20
Eligible Applicant Type:	Entitlement			
Local Government Recipient of PLHA Formula Allocation:	National City			
Approximate PLHA Formula Allocation Amount:	\$393,191	Allowable Local Admin (5%):	\$19,659	
<p>Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.</p> <p>The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.</p> <p>If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.</p>				
Eligible Applicants §300				
§300(a) and (b) Eligible Applicants for the entitlement and Non-entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.				
Applicant:	City of National City			
Address:	1243 National City Blvd.			
City:	National City	State:	CA	Zip: 91950
County:	San Diego			
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?	No			
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?	N/A			
File Name:	App1 Resolution	PLHA webpage for Resolution Document	Attached and on USB?	Yes
File Name:	App1 Signature Block	Signature Block - upload in Microsoft Word Document	Attached and on USB?	Yes
File Name:	App1 TIN	Taxpayer Identification Number Document	Attached and on USB?	Yes
File Name:	Applicant Agreement	Legally binding agreement between Delegating and Administering Local Governments	Attached and on USB?	N/A
Eligible Activities, §301				
§301(a) Eligible activities are limited to the following:				Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.				<input type="checkbox"/> YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.				<input type="checkbox"/> YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.				<input type="checkbox"/> YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.				<input type="checkbox"/> YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.				<input type="checkbox"/> YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.				<input checked="" type="checkbox"/> YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.				<input type="checkbox"/> YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.				<input type="checkbox"/> YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.				<input type="checkbox"/> YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.				<input type="checkbox"/> YES
Threshold Requirements, §302				
§302(a) Housing Element compliance: Applicant or Delegating Local Government's Housing Element was adopted by the Local Government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.				Yes
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.				Yes
§302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant.				No
§302(c)(3) Applicant certifies that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.				Yes
§302(c)(4) Does the application include a Plan in accordance with §302(c)(4)?				Yes
§302(c)(4)(D) Applicant certifies that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content				No
§302(c)(5) Applicant certifies that the Plan submitted is for a term of five years. Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.				Yes
§302(c)(6) Applicant certifies that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.				N/A
§302(c)(7) Applicant certifies that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.				N/A
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301?				N/A
Administration				
Applicant agrees to adhere to §500, Accounting Records.				Yes
Applicant agrees to adhere to §501, Audits/Monitoring of PLHA Files.				Yes
Applicant agrees to adhere to §502, Cancellation/Termination.				Yes
Applicant agrees to adhere to §503, Reporting.				Yes
Certifications				
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.				
Carlos Aguirre on Behalf of Brad Raulston		City Manager	Carlos Aguirre	7/27/20
Authorized Representative Printed Name		Title	Signature	Date
Entity name:	City of National City		Phone Number:	619-336-4256
Entity Address	braulston@nationalcityca.gov		City/National City	State/Ca
			Zip	91950

§302(c)(4) Plan

Rev. 5/20/20

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of National City is proposing 100% of its PLHA funds towards housing opportunities for those earning 60% of the San Diego County Area Median Income (AMI) through three types of activities in order of priority as follows: 1) to begin as Emergency Rental Assistance Program that will help families with low income in the City of National City who experience financial hardship due to an emergency; and, 2) Pre-development and/or gap financing for the acquisition and development of rental property for use as permanent supportive housing for persons at 60% or less of the AMI for an affordability term of 55 years; and 3) to begin a new program to provide loans for construction of accessory dwelling units for persons at 60% or less of the AMI for a minimum term of 20 years. In response to the current public health crisis of COVID-19, National City intends to prioritize its PLHA funding for the Emergency Rental Assistance Program to provide payments to qualifying households to help pay past-due and/or upcoming rent.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

PLHA funding will only be allocated to activities (e.g. Emergency Rental Assistance, permanent supportive housing, ADUs for very low income households) seeking to benefits household that are homeless, at risk of homelessness and those with household incomes at or less that 60% of the AMI and as such, serving the homeless and those economically vulnerable households meets the requirement to prioritize investments that increase the supply of housing for households with incomes at or below 60% AMI. The City has experience in leveraging HOME funds serving households at 30% to 60% AMI that have been funded with tax credits. This existing plan will be utilized for administering PLHA funds as well. The City and its Housing Authority proposes to combine its available CDBG and HOME with PLHA funds.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The Plan is consistent with the program goals set forth in the current housing element. Table 2-25 of the Housing Element states that the City will use HOME funding for rental assistance. The HOME Program has been approved to be used for rental assistance through the current 5 year Consolidated Plan. HOME funds will serve as a match for the grant funds provided.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

The City of National City's current Housing Element is in compliance with the State of California and is currently in the process of drafting the new Housing Element and Housing Strategic Plan which will be in effect in 2021. Allocated funding will be used in accordance with the Housing Element priorities but will focus on activities including but not limited to: (1) assist new development or rehabilitation housing projects that target Extremely low-, Very low-, Low-or Moderate Income households including necessary operating subsidies; (2) provide for the preservation of affordable housing including the development of ADU's for a growing workforce at or below 60% AMI, and (3) assist persons experiencing or at risk of being homeless through rapid rehousing, rental assistance programs, or other critical homeless services.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2023									
Type of Activity for Persons Experiencing or At Risk of Homelessness	Permanent	Permanent	Permanent	Permanent	Permanent									
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	80.00%	80.00%	80.00%	80.00%	80.00%									

§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level															0
§302(c)(4)(E)(ii) Projected Number of Households Served	25	25	25	25	25										125
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55 years	55 years	55 years	55 years	55 years										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.															
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.															
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.															
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.															
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.															
File Name:	Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.											Attached and on USB?		

Legislative and Congressional Information

Rev. 5/20/20

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this application.

To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

[California State Assembly](#)

[California State Senate](#)

[U.S. House of Representatives](#)

Applicant Office Location

	District #	First Name	Last Name
State Assembly Member	80	Lorena	Gonzalez
State Senate Member	40	Ben	Hueso
U.S. House of Representatives	51	Juan	Vargas

Activity Location 1 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 2 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 3 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 4 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 5 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 6 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 7 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 8 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 9 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 10 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 11 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 12 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 13 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 14 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 15 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 16 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 17 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 18 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 20 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 21 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 22 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 23 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 24 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 25 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Application Development Team (ADT) Support Form

Rev. 5/20/20

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1								
2								
3								
4								
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RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM AND, IF AWARDED, ESTABLISHING AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR AN EMERGENCY RENTAL ASSISTANCE PROGRAM IN THE AMOUNT OF \$393,191 FOR THE FIRST PLHA PROGRAM YEAR

WHEREAS, the State of California (“State”) Department of Housing and Community Development (“Department”) is authorized to provide up to \$195 million under the SB2 Permanent Local Housing Allocation Program Formula Component from the Building and Jobs Trust fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB2)); and

WHEREAS, the Department issued a Notice of Funding Availability (“NOFA”) dated February 26, 2020, under the Permanent Local Housing Allocation (“PLHA”) Program; and

WHEREAS, the City of National City (“City”) is an eligible local government applying for the program to administer one or more eligible activities; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of National City that if the City receives a grant of PHLA funds from the Department pursuant to the above reference PLHA NOFA, it certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicants may have with the Department.

BE IT FURTHER RESOLVED that the City Council of the City of National City is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of \$2,359,146 of PLHA formula allocation for National City, as stated in Appendix C of the current NOFA in accordance with all applicable rules and laws.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

BE IT FURTHER RESOLVED that the City Council of the City of National City certifies that its selection process of any Subgrantees will be accessible to the public and avoided or shall avoid any conflicts of interest.

///
///
///

**Resolution No. 2020 –
Page Two**

BE IT FURTHER RESOLVED that the City Council of the City of National City certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

BE IT FURTHER RESOLVED that the City Council of the City of National City shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

BE IT FURTHER RESOLVED that the Mayor, City Manager, or City Manager’s designee is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

BE IT FURTHER RESOLVED that the City Council of the City of National City, upon receipt of the first year award of the PLHA grant, will establish an appropriation and corresponding revenue budget for \$393,191.

PASSED and ADOPTED this 18th day of August, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit — Request from Iglesia Metodista Libre Emanuel to conduct the Food Drive Thru event\(s\) at 2529 "D" Avenue on Saturdays at 10:00 a.m. with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO. |

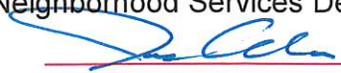
ITEM TITLE:

Temporary Use Permit — Request from Iglesia Metodista Libre Emanuel to conduct the Food Drive Thru event(s) at 2529 D Avenue on Saturdays at 10 a.m. with no waiver of fees.

PREPARED BY: | Dionisia Trejo |

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255 |

APPROVED BY: 

EXPLANATION:

This is a request from Iglesia Metodista Libre Emanuel to conduct the Food Drive Thru at 2529 D Avenue on Saturdays at 10 a.m. The church is partnering with the San Diego Rescue Mission to provide meals to those in need. This event will occur weekly on Saturdays during the pandemic.

The purpose of the event is to help the National City community with food due to COVID-19. This will be a drive-through event; vehicles will drive up and food boxes will be placed in their trunks. Volunteers will wear masks and gloves at all times. The food distribution will be in the parking lot; no one will enter the facility during the event.

This event will be weekly throughout the global pandemic.

Note: This is the first time this organization has requested a Temporary Use Permit to conduct the Food Drive Thru.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP through various City departments and \$202.42 for Public Works.

Total Fees are \$474.42

ENVIRONMENTAL REVIEW:

| N/A |

ORDINANCE: | **INTRODUCTION:** | **FINAL ADOPTION:** |

STAFF RECOMMENDATION:

| Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with a request for waiver of fees in accordance with City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

| Application for a Temporary Use Permit with recommended conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- Fair/Festival
- Parade/March
- Walk or Run
- Concert/Performance
- TUP
- Sporting Event
- Other (specify) Food Drive

Event Name & Location

Event Title Food Drive thru

Event Location (list all sites being requested) 2529 D Ave, National city, CA 91950

Event Times

Set-Up Starts
Date _____ Time _____ Day of Week _____

Event Starts
Date 7.18.20 Time 10:00a Day of Week Saturday (weekly)

Event Ends
Date _____ Time _____ Day of Week _____

Breakdown Ends
Date _____ Time _____ Day of Week _____



Applicant Information

Applicant (Your name) Jose Mendoza Sponsoring Organization Fmc Emanuel

Event Coordinator (if different from applicant) SAA

Mailing Address 235 Civic Center Dr. #4 National city CA 91950

Day Phone 619-366-6733 After Hours Phone _____ Cell _____ Fax _____

Public Information Phone 619-474-0746 E-mail ministryofjerusalem@gmail.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date July 13 2020

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 400+ Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event? Donation based (voluntary)
Between \$500 + \$700

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Drive thru food distribution

Estimated Attendance

Anticipated # of Participants: 25 Anticipated # of Spectators: 300
Volunteers vehicles

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): 26th + D Ave

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) Every Saturday between 9 + 12

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

Other (explain) front of church Building

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Drive thru food distribution. Cars drive in, food gets placed in their trunks + vehicles leave.

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

N/A

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl
Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00.

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # _____ Dimensions _____

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

We have restrooms

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

_____ none _____

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	Food Drive Thru		
Event Address:	2529 D Ave National City 6150	Expected # of Attendees:	300
Event Host/Coordinator:	Jose Mendoza	Phone Number:	619.346.6733

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	/
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	/
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	/
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	/
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	/

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: _____

Person in Charge of Activity: _____

Address: _____

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: _____

Official Title: MINISTRY OF JERUSALEM DIVISION Date: July 13, 2020

For Office Use Only

Certificate of Insurance Approved _____ Date _____



Policy Number:

Date Entered: 7/14/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ortiz Insurance Agency 5275 Market St Suite 24-D San Diego, CA 92114	CONTACT NAME:		
	PHONE (A/C, No. Ext): (619) 264-6444	FAX (A/C, No): (619) 264-6446	
	E-MAIL ADDRESS: mortiz.ins@gmail.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Burlington Insurance Company		
INSURED Ministry of Jerusalem 235 Civic Center Drive National City, CA 91950	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OUT735036	07/15/2020	07/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of national City, its officials, agents, employees and volunteers

CERTIFICATE HOLDER City of National City c/o Risk Management 1243 National City Blvd National City, CA 91950-4301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS DESIGNATED IN WRITTEN CONTRACT WITH THE NAMED INSURED	All Commercial and/or Residential-Remodel/Repair work as required by written contract with the insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

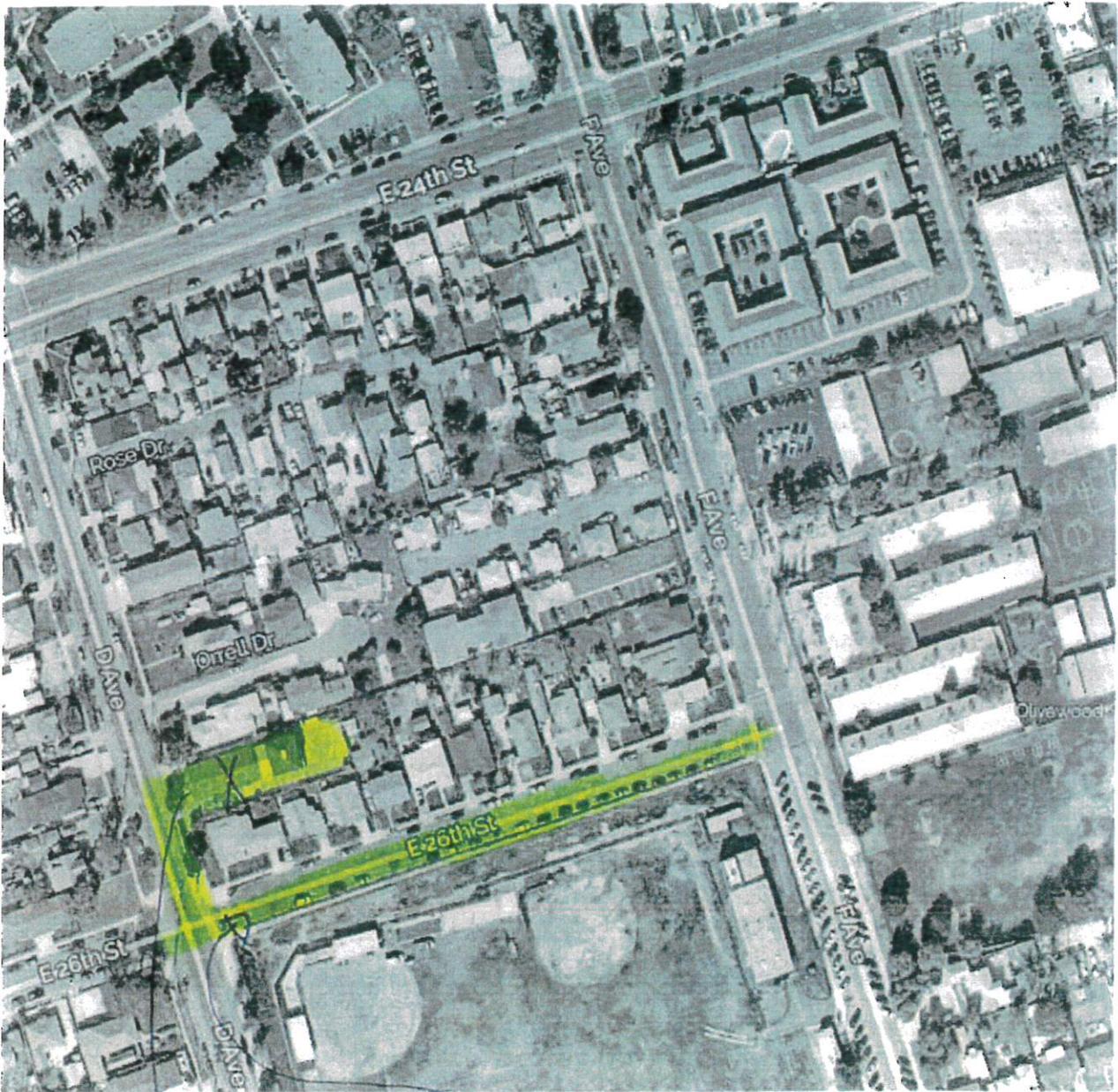
B. With respect to the insurance afforded to These additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these

2. Available under the applicable Limits of



Distribution site

traffic starts here

2529 D Avenue, National City, CA

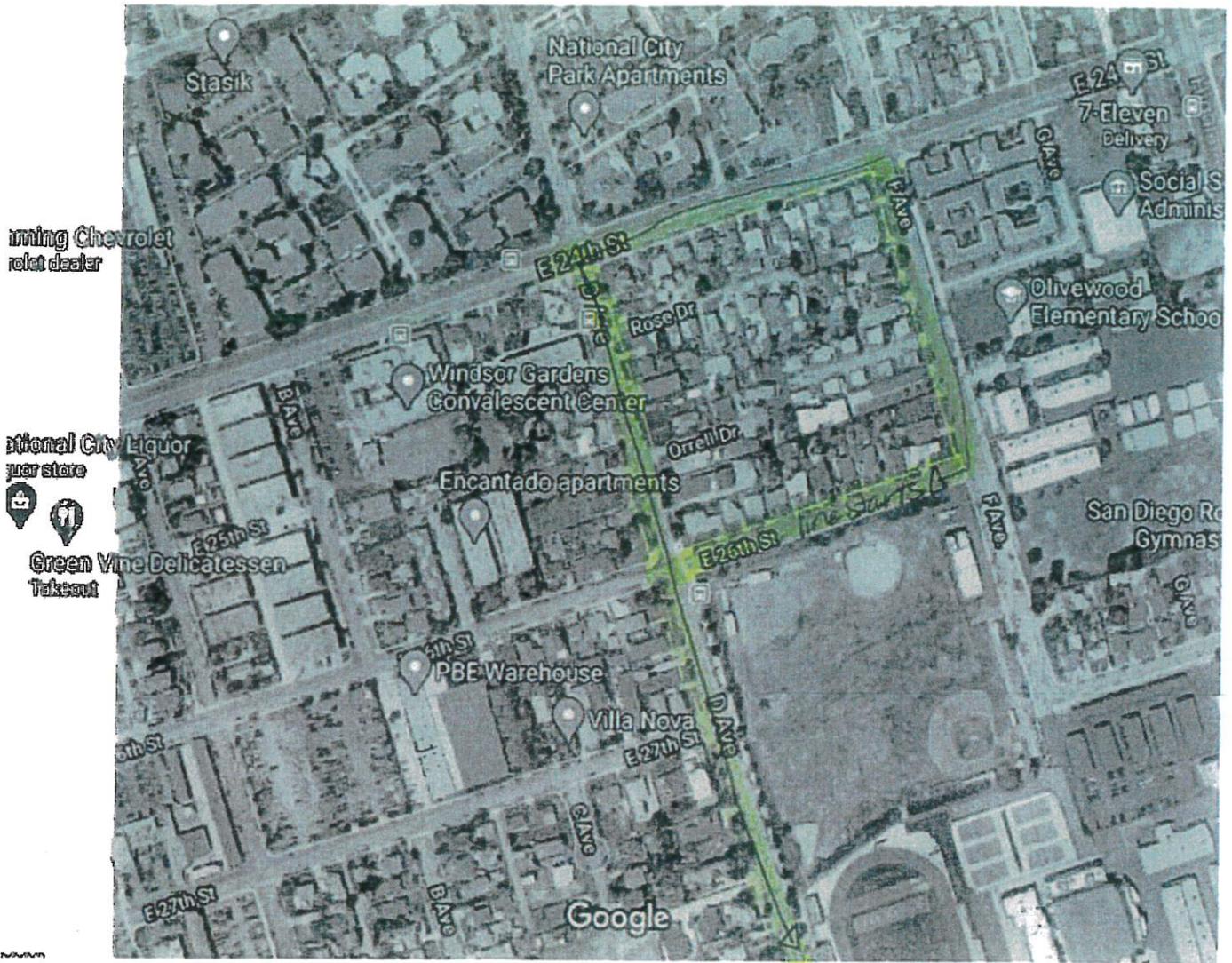
2529 D Ave
National City, CA 91950
Building

Directions
 Save
 Nearby
 Send to your phone
 Share

Suggest an edit on 2529 D Ave
 Add a missing place
 Add your business

Imagery ©2020 Maxar Technologies, Sanborn, U.S.
 Geological Survey, USDA Farm Service Agency, Map data
 ©2020 United States Terms Send feedback

Google Maps line starts on 26th street, goes down F ave into 24th Street and around D Avenue to 30th



Imagery ©2020 Google, Map data ©2020 200 ft

**CITY OF NATIONAL CITY
 NEIGHBORHOOD SERVICES DEPARTMENT
 APPLICATION FOR A TEMPORARY USE PERMIT
 CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: **Iglesia Metodista Libre Emanuel**
 EVENT: **Food Drive Thru**
 DATE OF EVENT: **July 18, 2020 / Every Saturday during pandemic**

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

Streets Division

1 staff for 2hrs. @ \$75.47 hr. = \$150.94
 1 Truck for 2hrs. @ \$22.76 hr. = \$45.52
 4ea. NO PARKING signs w/barricades @ \$1.49ea. = \$5.96
 Total = \$202.42

Parks Division

No involvement

Facilities

No involvement

POLICE DEPARTMENT

The police department will have officer's extra patrol the area as calls allow and will not be available for traffic control. A parking enforcement officer will be needed to assist with traffic control in the area of 26th and D/F St.

ENGINEERING

I am assuming that since the site has two driveway openings that one will be used for entering and one for exiting, it would be better if they provided a site plan showing how the vehicles were to move through the site, but I have no real issues with the project.

CITY ATTORNEY

Approved on conditions that Risk Manager approves

COMMUNITY SERVICES

No involvement

FINANCE

Please have the sponsor (The Church at 2529 D Ave) follow up with HDL on the business license. Looks like they applied a few weeks ago but need to follow through with the process. I contacted HDL the following is their update on the business license for the Church:

This business applied on 7/21/2020 we sent them email requesting the following information and have not received it to date. I have sent follow up email.

501C3 paperwork
Zoning/Environmental forms
Square feet of space

COMMUNITY DEVELOPMENT

Planning

No comments

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request to for the issuance of a Temporary Use Permit. The applicant has submitted with the application a Certificate of Liability Insurance and supporting endorsement. It is recommended that as a condition of the issuance of the permit that the following documents must be provided:

- An updated copy of the Certificate of Liability Insurance which would cover all the dates as requested in the Special Events Application.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate and must cover the date and location of the event.
- The applicant must provide a separate additional insured endorsement wherein it notes as the additional insured as “The City of National City, its officials, agents, employees and volunteers”.
- That the insurance company issuing the insurance policy have a A.M. Best’s Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4301

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant at the time the Special Event Application was submitted

FIRE (619) 336-4550

Comments Only – No Inspection or Fees Required

Stipulations required by the Fire Department for this event are as follows:

- 1) Date on page one is described as 7-18-20. What is correct start date? When will event terminate?
- 2) Access through D Ave shall be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Roadway located at 26th and D Ave shall not close

- 4) Fire hydrant at corner of 26th street and D Avenue shall never be obstructed.
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 7) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.

The following page(s) contain the backup material for Agenda Item: [A Request to Initiate a Street Vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue. \(Applicant: Charles Keltner for Burlington Northern and Santa Fe \(BNSF\) Railway Company\). \(Case File No. 2020-09 SC\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO. |

ITEM TITLE:

A Request to Initiate a Street Vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue. (Applicant: Charles Keltner for Burlington Northern and Santa Fe (BNSF) Railway Company) (Case File No. 2020-09 SC)

PREPARED BY: Martin Reeder, AICP *MR*

DEPARTMENT: Community Development

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The applicant is proposing to vacate Harrison Avenue between West 18th and 19th streets, including a small portion of West 18th Street north of Harrison Avenue. These areas are paper streets (not improved). BNSF Railway Company owns the properties on either side of the street, both of which are vacant dirt areas. Due to security issues with unauthorized activities occurring on the properties, the applicant wishes to vacate the adjacent street in order to control access to the area. The portion of Harrison Avenue in question is 250 feet long by 40 feet wide. The area portion of West 18th Street is 80 feet by 40 feet. The total vacation area is 13,200 square feet.

The applicant has paid a fee and is requesting that the City Council initiate the street vacation. If initiated, the Planning Commission would subsequently hold a hearing to consider the conformity of the proposed vacation with the General Plan. The City Council would then hold a public hearing to consider the Planning Commission's determination of conformity along with staff's report and recommendation and any evidence offered by interested persons at the hearing.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Staff recommends that the City Council initiate the street vacation.

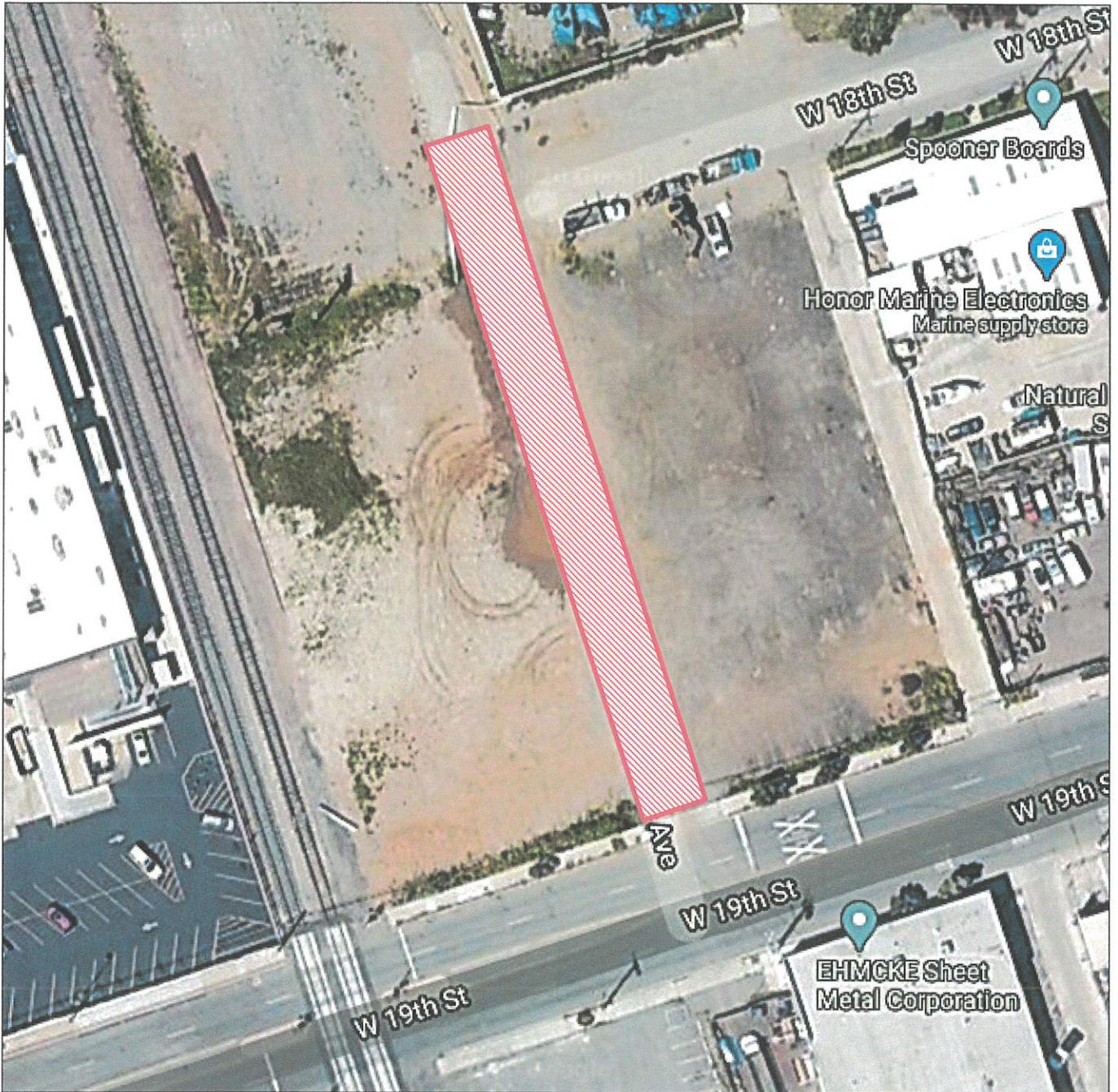
BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Overhead
2. Site Photos
3. Site plan

2020-09 SC –Harrison Ave. between West 18th and 19th Streets /
and westerly 40 feet of West 18th Street north of Harrison Avenue.



Area of Harrison Avenue and W. 18th Street proposed to be vacated (330 x 40 feet)

2020-09 SC –Harrison Ave. between West 18th and 19th Streets / and westerly 40 feet of West 18th Street north of Harrison Avenue.



Harrison Ave. looking south from W. 18th Street

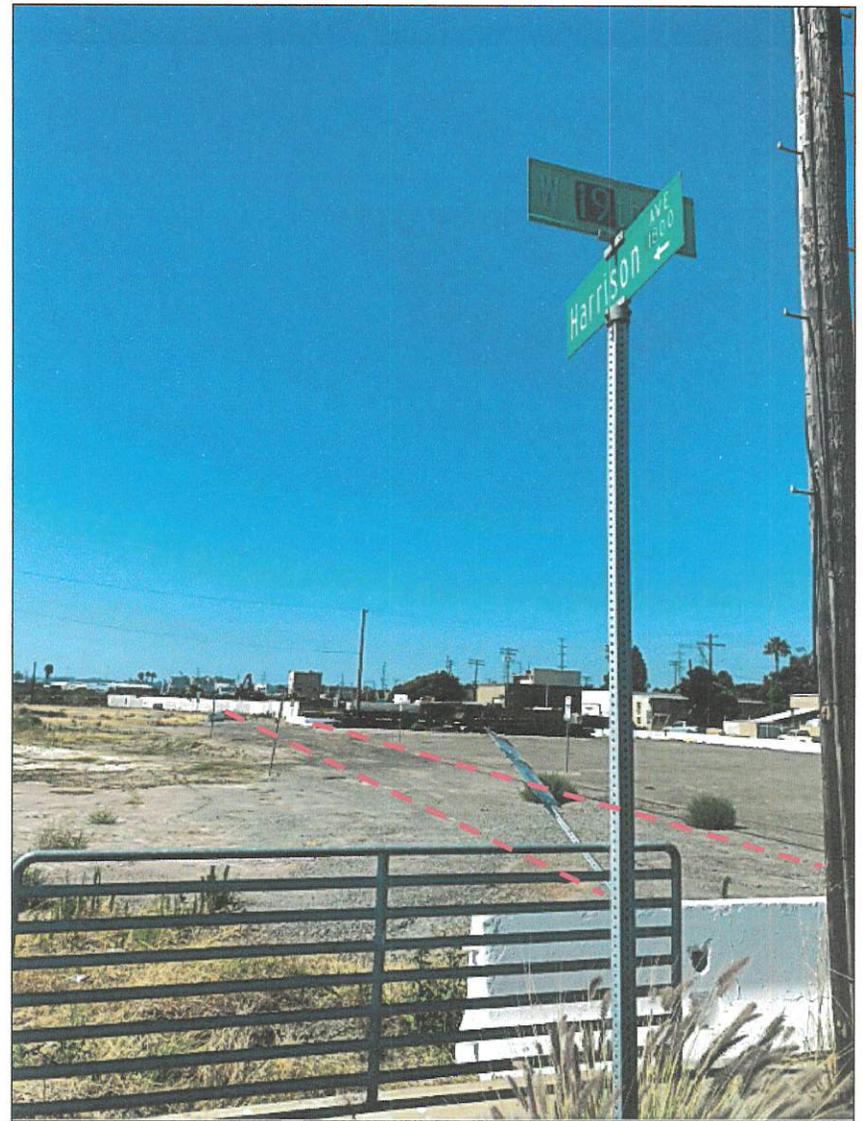


W. 18th Street looking north from Harrison Street

ATTACHMENT 2



Harrison Avenue looking south



Harrison Avenue looking north from W. 19th Street

2020-09 SC –Harrison Ave. between West 18th and 19th Streets /
and westerly 40 feet of West 18th Street north of Harrison Avenue.



4

The following page(s) contain the backup material for Agenda Item: [Seeking direction from the City Council of the City of National City regarding repeal of Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee. \(City Manager\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Seeking direction from the City Council of the City of National City regarding repeal of Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee.

PREPARED BY: Lauren Maxilom, Management Analyst II **DEPARTMENT:** City Manager's Office
Tony Winney, Assistant City Manager *AW.* **APPROVED BY:** *A Winney*

EXPLANATION:

At the February 4, 2020 regular City Council meeting, the City Council requested staff bring back a report on the status of the Veterans and Military Families Advisory Committee. Please see the attached staff report in Exhibit 1 with additional information.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Staff recommends repealing Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff report
2. Veteran and Military Families Advisory Committee Attendance
3. Committee Roster
4. Appointments

Veterans and Military Families Advisory Committee

At the February 4, 2020 regular City Council meeting, the City Council requested staff return to City Council at a future meeting with a report on the status of the Veterans and Military Families Advisory Committee including the attendance, resident status, and committee roster.

Background

At the March 1, 2016 regular City Council meeting, the City Council approved the City Manager's recommendation to form a working group whose task was to develop a recommendation to the City Council to form a military advisory committee, and if so, its purpose and responsibilities.

During the October 4, 2016 City Council meeting the Council accepted a report from the military advisory working group on establishing a Veterans and Military Families Advisory Committee.

The first reading of the ordinance amending Title 16 of the National City Municipal Code adding Chapter 16.09 establishing a Veterans and Military Families Advisory Committee was held during the February 7, 2017 regular City Council meeting. The second reading and adoption of the ordinance was held on February 21, 2017.

Some important areas to highlight in the ordinance are:

- 11 member volunteer Committee
- Appointments by the Mayor with confirmation by City Council
- Committee members may be residents or non-residents
- Meetings to be held quarterly (at a minimum)
- City staff to provide administrative support to the Committee
-

The Mayor and Council interviewed and appointed committee members from July, 2017 through July of 2018. In August 2018, once all committee members were sworn in, staff made contact with members to coordinate their first meeting. It took many attempts to achieve a confirm quorum attendance and the first Veterans and Military Families Advisory Committee meeting was held on February 28, 2019.

To date the committee has held three regular meetings (February 28, 2019, April 25, 2019, and July 25, 2019); however, four meetings (March 13, 2019, May 28, 2019, October 24, 2019, and January 23, 2020) were either canceled or unable to start the meeting due to a lack of quorum. Scheduled meetings since January 2020 have been canceled due to the COVID-19 pandemic, and until additional direction could be obtained from the City Council on the future of the committee.

Purpose of the Advisory Committee

Under Section 16.09 of the Municipal Code, the National City Veterans and Military Families Advisory Committee serves in an advisory capacity to the City Council of the City of National City on matters related to the support of our veterans and military community. The committee makes recommendations to the City Council with respect to veterans and military service member-related issues, ceremonies, and other activities that occur within National City. Committee meetings provide a forum for discussion of issues relating to veterans and military families.

The committee provides advice and assistance to National City residents regarding resources available for veterans, military personnel, and their families. The committee acts as a conduit of communication and coordination between the local veteran and military community, and the City of National City. The committee's responsibilities may include providing recommendations to the City Council on issues of interest to veterans, military personnel, and their families; providing a forum to discuss and help resolve issues, encouraging and promoting awareness, planning and assisting the city with planning of events honoring the heritage of our veterans and military community to establish and promote positive relations within the city; and serving as a liaison between the City of National City and community partners.

Staff Recommendation

Staff recommends dissolving the Veterans and Military Families Advisory Committee and providing other opportunities for those members of the committee who would like to remain active to informally provide recommendations to the City Council on issues of interest to veterans, military personnel, and their families, and promote awareness of resources and events of interest to the military community and veterans. If the City Council supports dissolution, staff would return to the next City Council meeting with an introducing an ordinance repealing Section 16.096 of the Municipal Code pertaining to the Veteran's and Military Families Advisory Committee.

2019 Veterans and Military families Advisory Committee

	<u>28-Feb</u>	<u>13-Mar</u>	<u>28-May</u>	<u>25-Jul</u>
Aguilar-Perez	X		Aguilar-Per	ABSENT
Barajas	X		Barajas	ABSENT
Burton	X		Burton	ABSENT
Ferrill	X	X	Ferrill	x
Hunter	ABSENT		Griffin	x
Minton	X	X	Hunter	x
Norton	ABSENT		Minton	x
Ramirez	X	X	Norton	x
Slade	X		Ramirez	ABSENT
Storer	ABSENT		Slade	x
VACANT			Storer	ABSENT
Quorum	YES	NO	NO	YES

Special Meeting

2019 cont 24-Oct

Aguilar-Perez
 Barajas
 Burton
 Ferrill
 Griffin
 Hunter
 Minton
 Norton
 Ramirez
 Slade
 VACANT

Quorum **NO**

2020

23-Jan

Aguilar-Perez
 Barajas
 Burton
 Ferrill
 Griffin
 Hunter
 Minton
 Norton
 Ramirez
 Slade
 VACANT

NO

Veterans and Military Families Advisory Committee

Committee Members

1. Jesse Aguilar-Perez *
2. Victor Barajas
3. Talisin Burton
4. Shirley Ferrill *
5. Christina Griffin *
6. Darnisha Hunter
7. Mona Minton
8. Stepheni Norton *
9. Luz Ramirez
10. James Slade
11. Natalie Limbaga *

resident *

Veterans and Military Families Advisory Committee Appointments

Appointed on 11-21-2017:

- Meg Storer (interviewed on 09-19-17) (resigned 10-1-19)
- Talisin Burton (interviewed on 11-07-17)
- Shirley Ferrill (interviewed on 08-15-17)
- Darnisha Hunter (interviewed on 08-15-17)
- Stepheni Norton (interviewed on 08-15-17)
- Luz M. Ramirez (interviewed on 08-15-17)

Appointed on 02-20-2018:

- Jesse Aguilar-Perez (interviewed on 01-16-18)
- Mona S. Minton (interviewed on 02-20-18)
- Mike Judd (interviewed 08-15-17) (resigned 08-14-18)

Appointed on 07-03-2018:

- James Slade (interviewed on 07-03-18)
- Victor Barajas (interviewed on 08-15-17)

Appointed on 05-07-2019:

- Christina Griffin Jones (interviewed on 04-02-19)

Appointed on 08-04-2020:

- Natalie Limbaga (interviewed on 08-04-20)

The following page(s) contain the backup material for Agenda Item: [League of California Cities Annual Conference - Designation of Voting Delegate and Alternate\(s\). \(City Manager\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

League of California Cities Annual Conference – Designation of Voting Delegate and Alternate(s).
(City Manager)

PREPARED BY: Brad Raulston

PHONE: 619-336-4256

DEPARTMENT: City Manager

APPROVED BY: _____



EXPLANATION:

See attached Staff Report

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

If approved by Council, the travel costs and registration fees associated with this meeting would be charged to the appointed City Council members' training funds included in the FY 2020-2021 adopted budget.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff requests Council's designation of a voting delegate and up to two alternates to represent the City of National City during the 2020 League of California Cities Annual Conference.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. League of California Cities' information dated June 30, 2020

STAFF REPORT

Title: League of California Cities Annual Conference – Designation of Voting Delegate and Alternate(s)

Background: The League of California Cities 2020 Annual Conference is scheduled for October 7 - 9, 2020. An important part of the Annual Conference is the Annual Business Meeting (during the General Assembly) scheduled on Friday, October 9, 2020. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order for cities to cast a vote during the Business Meeting, each city's respective Council must designate a voting delegate. In the instance that the selected voting delegate is unable to serve in that capacity, the League of California Cities' bylaws afford each city the opportunity to appoint up to two alternate voting delegates.

According to the League's bylaws, the selection of the voting delegate and alternates must be performed through the official action of the City Council. Furthermore, the voting delegate and alternates must be registered to attend the conference. Eligible individuals who may be selected as the City's voting delegate include the Mayor, each City Council member, as well as any other City official selected by the City Council to serve in this capacity.

At this time, Staff respectfully requests the City Council consider appointing a voting delegate and one or two alternate voting delegates to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on October 9, 2020.

Staff Recommendation: City Council designate a voting delegate and up to two alternates to represent the City of National City during the 2020 League of California Cities Annual Conference.

Fiscal Impact: The travel costs and registration fees associated with this meeting will be charged to the appointed City Council members training funds included in the FY 2020-2021 adopted budget.

Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

The following page(s) contain the backup material for Agenda Item: [Report on the introduction of the Housing Strategic Plan process to the Housing Advisory Committee. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 18, 2020

AGENDA ITEM NO.

ITEM TITLE:

Report on the introduction of the Housing Strategic Plan process to the Housing Advisory Committee.

PREPARED BY: Carlos Aguirre, Director

DEPARTMENT: Housing Authority

PHONE: (619) 336-4391

APPROVED BY:



EXPLANATION:

The Housing Strategic Plan will provide work plan with recommendations to guide the use of the financial and real estate assets of the National City Housing Authority. Recommendations will be based on the draft goals, policies, and programs identified in the Housing Element Update. The Strategic Plan should also consider how to use existing resources to leverage other funding sources.

FINANCIAL STATEMENT:

APPROVED: _____

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Not applicable.

ENVIRONMENTAL REVIEW:

Not applicable.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Not applicable.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

None.

The following page(s) contain the backup material for Agenda Item: [Update on Upcoming Sponsored and Co-sponsored Special Events. \(Community Services and Neighborhood Services\)](#)

Please scroll down to view the backup material.

Item # ____

8/18/20

**UPDATE ON UPCOMING SPONSORED AND CO-SPONSORED
SPECIAL EVENTS.**

(Community Services and Neighborhood Services)

City Sponsored Events 2020

Date	Event	Status
March 14	NC Gets Active Animal Encounters & Community Breakfast	Cancelled
April 4, 11, 18, & 25	Community Service Day	Cancelled
June 6	Summer Movies in the Park	Cancelled
June 13	NC Gets Active Scavenger Hunt & Community Breakfast	Cancelled
July 2	Miss National City	Cancelled
July 11	Summer Movies in the Park	Cancelled
August 4	National Night Out / Postponed Until Further Notice	Cancelled
September 12	NC Gets Active & Community Breakfast	Cancelled
September 12	Summer Movies in the Park	Cancelled
September 24	Volunteer Appreciation Dinner	Cancelled
October 3	Summer Movies in the Park	Cancelled
October 10	Family Tennis Day	Cancelled
November 1	Dia de los Muretos	Pending
December 5	Ornament Workshop	Cancelled
December 12	NC Gets Active & Community Breakfast	Pending
December 12	A Kimball Holiday	Pending

City Co-Sponsored Events 2020

Date	Event	Status
May 30	Las Palmas 5k	Cancelled
July 1	4th of July Carnival / Postponed Until Further Notice	Cancelled
July 25	Relay for Life	Virtual
August 8	Automobile Heritage Day Festival & Car Show	Cancelled
October 10	10th Annual Mabuhay Festival	Cancelled
October 16	Sweetwater High School Homecoming	Pending
November 14	Maytime	Cancelled
December 25	Christmas with Kids	Pending

Other TUP Events 2020

Date	Event	Status
April 5	GranFondo SD Bike Ride	Cancelled
April 10	Live Stations of the Cross	Cancelled
April 21	Kidz Fest Cornerstone	Cancelled
April 30	Every 15 Minutes	2021
May 7	National Day of Prayer	Cancelled
June 13	St. Anthony Festival	Cancelled
August 24	Halloween Tent	8/28 -11/4
September 19	Lowrider Car Show	Postponed
September 19	3rd Annual Bayside Brew and Spirits Festival	Cancelled
October 4	St. Mary's Annual Fall Festival	Pending
October 31	Hope Fest	Pending
November 14	Padres Pedal the Cause	Pending

The following page(s) contain the backup material for Agenda Item: [Parking Enforcement Update. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

Item # ____
08/18/20

Parking Enforcement Update

(Neighborhood Services)

City Council Meeting August 18, 2020

Prepared by: Joseph Olson, Neighborhood Services Manager

Staff Report on Parking Enforcement

Parking During Covid19

National City's response to the global coronavirus pandemic was to immediately reduce parking enforcement in unison with the Governor's Health Order, which was to shelter-in-place and avoid non-essential activities.

With that in mind, in Mid-March, the City stopped enforcing most parking rules and began weekend/Holiday-style enforcement. The areas of concern remained red, blue, and white curbs, as well as any disabled access areas. City

In late June, the City began issuing fliers in sweep zones and some timed-zone areas to let residents and businesses know that enforcement would be returning to normal. The City's Parking Regulations Officers also issued *warning* citations. These citations included notice that the City would resume normal parking operations effective July 6, 2020, under a grace period, and that full enforcement with fines would resume on July 13, 2020.

The City's Parking Enforcement is slowly returning to normal. Parking staff is still issuing warnings as operations resume.

City staff also surveyed other jurisdictions in the County to see what their Parking Operations were doing during the pandemic. Some cities never stopped normal enforcement. Others resumed in May, and some have stopped enforcing 72-hour or street sweeping rules. The City of San Diego will resume full parking operations on September 1, 2020.

New Technology in Parking

The City is also happy to announce new technology deployment in Parking Enforcement. Recently, two City Parking vehicles have been equipped with License-Plate-Recognition software (LPR) to aid in our enforcement of timed-zones and parking districts. This technology allows efficient timed-zone enforcement in our business districts and offer resident's in our nine parking districts to purchase their annual permits on-line.

The public permit portal also allows residents to purchase visitor passes and recreational vehicle parking permits. Residents will no longer have to display a placard in the front window. This technology can even assist with abandoned vehicle and 72-hour parking monitoring.

The new License Plate-Recognition software should help the City respond to citizen complaints with greater efficiency and to monitor our timed-zones better. As new developments are built downtown, this technology will integrate with the City's overall Parking plan.

The following page(s) contain the backup material for Agenda Item: [City Manager Report.
\(City Manager\)](#)

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City Manager Report

(City Manager)